



WEDDING  
RETAILER  
INSURANCE



Wedding Professions Insurance  
Policy wording



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

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

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**Our promise to you**

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



**Steve Langan**  
CEO, Hiscox Insurance Company

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**Complaints procedure**

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

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

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

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

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

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**General conditions**

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

Presentation of the risk

1. In agreeing to insure **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 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.

## General terms and conditions

- |                               |  |
|-------------------------------|--|
| Reasonable precautions        | 5. <b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair. <b>We</b> will not make any payment under this <b>policy</b> in respect of any incident occurring whilst <b>you</b> are not in compliance with this condition unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.  |
| Premium payment               | 6. <b>We</b> will not make any payment under this <b>policy</b> until <b>you</b> have paid the premium.  |
| Cancellation                  | 7. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro-rata refund of the premium for the remaining portion of the <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium under £20.<br><br>If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b> . In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b> . <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing. |
| Multiple insureds             | 8. The most <b>we</b> will pay is the relevant amount shown in the schedule.<br><br>If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b> .<br><br><b>You</b> agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b> .   |
| Aggregate limit               | 9. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b> .<br><br>If the <b>period of insurance</b> is continuous, the aggregate limit will apply to all relevant claims or losses covered under the <b>policy</b> during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.  |
| Rights of third parties       | 10. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b> . Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.  |
| Other insurance               | 11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.   |
| Cover under multiple sections | 12. Where <b>you</b> , including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b> , are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b> , being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.   |
| Governing law                 | 13. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.  |
| Arbitration                   | 14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.   |

**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.

**Special definitions  
for all property  
sections**

<b>Amount insured</b>	The most <b>we</b> will pay as shown in the schedule. Unless <b>we</b> say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after <b>we</b> pay a loss provided <b>you</b> carry out <b>our</b> recommendations to prevent further loss or damage.
<b>Breakdown</b>	<ol style="list-style-type: none"> <li>1. Breaking, failure, distortion or burning out of any part of <b>equipment</b> or a <b>computer</b> whilst in ordinary use, arising from defects in the <b>equipment</b> or <b>computers</b> causing its sudden stoppage and necessitating repair or replacement before it can resume work; or</li> <li>2. fracturing of any part of <b>equipment</b> or a <b>computer</b> by frost which renders such <b>equipment</b> or <b>computers</b> inoperative; or</li> <li>3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.</li> </ol>
<b>Buildings</b>	<p>The buildings, which belong to <b>you</b> or for which <b>you</b> are legally responsible, at the premises shown in the schedule, including:</p> <ol style="list-style-type: none"> <li>1. outbuildings and annexes;</li> <li>2. landlord's fixtures and fittings, fixed fuel tanks;</li> <li>3. walls, gates, fences, car parks, yards, private roads, pavements and paths at the premises;</li> <li>4. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.</li> </ol> <p>The land at the premises is not included within this definition.</p>
<b>Business premises</b>	The space <b>you</b> occupy at the premises shown in the schedule located in a building of <b>standard construction</b> unless otherwise notified to <b>us</b> and to which <b>we</b> have confirmed <b>our</b> agreement. This includes any outbuildings <b>you</b> occupy on the same premises.
<b>Computers</b>	Computers and ancillary equipment, which belong to <b>you</b> or for which <b>you</b> are legally responsible, including <b>software</b> and data carrying media but excluding data or information entered by <b>you</b> or on <b>your</b> behalf.
<b>Damage</b>	Accidental physical loss or physical damage.
<b>Earth movement</b>	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or <b>subsidence</b> and any ensuing tsunami.
<b>Equipment</b>	<p>Equipment, which belongs to <b>you</b> or for which <b>you</b> are legally responsible:</p> <ol style="list-style-type: none"> <li>1. built to operate under vacuum or pressure, other than the weight of contents; or</li> <li>2. used for the generation, transmission or utilisation of energy.</li> </ol> <p><b>Computers</b> are not included in this definition.</p>
<b>Explosion or collapse</b>	<ol style="list-style-type: none"> <li>1. Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured <b>equipment</b> together with forcible ejection of the contents; or</li> <li>2. sudden and dangerous distortion of any part of the insured <b>equipment</b> caused by crushing stress by force of steam or other fluid pressure.</li> </ol> <p>Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.</p>
<b>Failure</b>	<p><b>Damage</b> caused by:</p> <ol style="list-style-type: none"> <li>1. electrical or mechanical <b>breakdown</b>, including rupture or bursting caused by centrifugal force; or</li> <li>2. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires; or</li> </ol>



## Property definitions (office)

3. **explosion or collapse of equipment** owned or leased by **you** or under **your** control and operating under steam or other fluid pressure; or
4. any condition or event, not otherwise excluded by this section, occurring inside **equipment** operating under steam or other fluid pressure; or
5. any condition or event, not otherwise excluded by this section, occurring inside oil or water storage tanks, hot water boilers or other water heating equipment; or
6. operator error.

<b>Flood</b>	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by <b>storm</b> or not.
<b>Identity fraud</b>	Someone, or a group of people, knowingly using a means of identification belonging to <b>you</b> without <b>your</b> knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
<b>Office</b>	The office space <b>you</b> occupy at the premises shown in the schedule located in a building of <b>standard construction</b> unless otherwise notified to <b>us</b> and to which <b>we</b> have confirmed <b>our</b> agreement. The office includes any outbuildings and annexes <b>you</b> occupy on the same premises.
<b>Production or process equipment</b>	Any <b>equipment</b> which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such <b>equipment</b> and any other machine or apparatus used exclusively with such <b>equipment</b> .
<b>Property</b>	Tangible property.
<b>Reconstitution of data</b>	Reconstitution of the data <b>you</b> need to continue <b>your business</b> , if <b>your</b> electronic <b>business</b> records and electronic data have been lost or distorted.
<b>Software</b>	Programmes which run <b>your computers</b> , including both <b>your</b> own operating programmes and application programmes used in the course of <b>your business</b> .
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
<b>Storm</b>	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
<b>Subsidence</b>	Subsidence, landslip or heave.
<b>Venue</b>	The space <b>you</b> occupy at the premises shown in the schedule located in a building of <b>standard construction</b> unless otherwise notified to <b>us</b> and to which <b>we</b> have confirmed <b>our</b> agreement. This includes any outbuildings <b>you</b> occupy on the same premises.

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

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**Special definitions for this section**

<b>Advertising</b>	Advertising, publicity or promotion in or of <b>your</b> products or services.
<b>Business activity</b>	The activities shown in the schedule, which <b>you</b> perform in the course of <b>your business</b> .
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Retroactive date</b>	The date stated as the retroactive date in the schedule.
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

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**What is covered**

Claims against you	<p>If during the <b>period of insurance</b>, and as a result of <b>your business activity</b> or <b>advertising</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li>negligence or breach of a duty of care;</li><li>negligent misstatement or negligent misrepresentation;</li><li>infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;</li><li>breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;</li><li>defamation;</li><li>dishonesty of <b>your</b> individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to <b>you</b> and under <b>your</b> supervision;</li><li>negligence or breach of a duty of care in connection with the transmission of a computer <b>virus</b> or a denial of service attack;</li><li>any other civil liability unless excluded under <b>What is not covered</b> below;</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Sub-contractors or outsourcers	<p><b>We</b> will indemnify <b>you</b> against any claim falling within the scope of <b>What is covered</b>, Claims against you, which is brought as a result of <b>business activity</b> undertaken on <b>your</b> behalf by any sub-contractor or outsourcer.</p>
Avoiding a potential claim against you	<p>If <b>your</b> client has reasonable grounds for being dissatisfied with the work <b>you</b> have done or which has been done on <b>your</b> behalf, refuses to pay for any or all of it, including amounts <b>you</b> legally owe to sub-contractors or outsourcers at the date of the refusal, and threatens to bring a claim against <b>you</b> for more than the amount owed, it may be possible to settle the dispute with the client by <b>your</b> agreeing not to press for the disputed amount. If so, <b>we</b> will pay <b>you</b> the amount owed to <b>you</b> at that time if <b>we</b> believe that this will avoid a legitimate claim for a greater amount and <b>we</b> have given <b>our</b> prior written approval to settling in this way and for this amount.</p> <p>Alternatively, if it is not possible to reach agreement with the client on this basis but <b>we</b> still believe that by not pressing for the disputed amount <b>you</b> will avoid a legitimate claim or counterclaim for a greater amount, <b>we</b> will pay the amount owed to <b>you</b> at that time. If a claim is still brought, <b>we</b> will deal with it but <b>our</b> total payment, including what <b>we</b> have already paid <b>you</b> or on <b>your</b> behalf, will not exceed the applicable limit of indemnity shown in the schedule. <b>You</b> must return the amount <b>we</b> have paid if <b>you</b> eventually recover the debt, less <b>your</b> reasonable expenses.</p>

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

**We** will not make any payment for any part of a claim not covered by this section.

#### Your own losses

Dishonesty of your employees, sub-contractors and outsourcers

If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** discover a loss from the dishonesty of **your** employees, or sub-contractors or outsourcers directly contracted to **you** and under **your** supervision, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss provided that the loss was suffered on or after the **retroactive date**.

Loss of documents

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

#### Additional cover

Court attendance compensation

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

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### What is not covered

Matters specific to your business

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

1. any investment of, or direct advice on the investment of, client funds.
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.
3. any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or any breach of any legislation or regulation related to these activities.
4. any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
5. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
6. the work of any personnel supplied by **you** to a client, unless **you** have breached a duty of care in supplying them.
7. any computer **virus** that was not specifically targeted to **your** system.
8. any liability under any contract which is greater than the liability **you** would have at law without the contract.
9. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.

Matters insurable elsewhere

10. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer.
11. any discrimination, harassment or unfair treatment, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
12. the death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
13. the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle.

## Professional indemnity

### Policy wording

	<p>14. the loss, damage or destruction of any tangible property:</p> <p>a. other than documents in <b>your</b> care, custody or control in connection with a <b>business activity</b> for a client; or</p> <p>b. unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b>.</p> <p>This clause does not apply to <b>your</b> own loss under the Loss of documents cover in <b>What is covered</b>.</p>
	<p>15. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.</p>
	<p>16. the loss or distortion of any data held electronically.</p>
	<p>17. any personal liability incurred by a director or officer of <b>yours</b> when acting in that capacity or managing <b>your business</b>, or a breach of any fiduciary duty, other than when performing a <b>business activity</b> for a client, or any statement, representation or information concerning <b>you</b> or <b>your business</b> contained in <b>your</b> accounts, reports or financial statements.</p>
	<p>18. any supply, manufacture, sale, installation or maintenance of any product.</p>
Deliberate, reckless or dishonest acts	<p>19. any statement <b>you</b> knew, or ought reasonably to have known, was defamatory at the time of publication.</p> <p>20. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in <b>What is covered</b>, Claims against you, but <b>we</b> will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.</p>
Pre-existing problems	<p>21. anything, including any actual or alleged shortcoming in <b>your</b> work, likely to lead to a claim against <b>you</b> or <b>your</b> own loss, which <b>you</b> knew or ought reasonably to have known about before <b>we</b> agreed to insure <b>you</b>.</p>
Date recognition	<p>22. <b>date recognition</b>.</p>
War, terrorism and nuclear	<p>23. <b>war, terrorism or nuclear risks</b>.</p>
Asbestos	<p>24. <b>asbestos risks</b>.</p>
	<p>B. <b>We</b> will not make any payment for:</p>
Claims brought by a related party	<p>1. any claim brought by an insured within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b>, including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b>.</p>
Restricted recovery rights	<p>2. that part of any claim where <b>your</b> right of recovery is restricted by any contract.</p>
Lost profit and VAT	<p>3. <b>your</b> 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. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.</p>
Claims outside the applicable courts	<p>6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

### How much we will pay

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

When **we** settle a loss under **Your own losses**, Dishonesty of your employees, sub-contractors and outsourcers, **we** will deduct any sums **you** owe or the value of any property **you** hold belonging to the perpetrator.

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

### Special limits

Aggregate limit for dishonesty, physical damage and injury

For **your** own losses arising from the dishonesty of **your** employees, sub-contractors and outsourcers and for claims brought against **you** arising from dishonesty of **your** partners, directors, employees, subcontractors or outsourcers and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone, the most **we** will pay is a single limit of indemnity for the total of all such losses and claims and their **defence costs**. The most **we** will pay for the total of **your** own losses arising from the dishonesty of **your** employees, sub-contractors and outsourcers is further limited to the amount shown in the schedule, which amount is included within the overall aggregate limit stated in this paragraph and not in addition to it.

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

Paying out the limit of indemnity

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

### Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
  - a. **your** first awareness of anything, including any actual or alleged shortcoming in **your** work, which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.  
  
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
  - b. any claim or threatened claim against **you**;
  - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee, sub-contractor or outsourcer has acted dishonestly.
2. When dealing with **your** client or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result.

### Control of defence

This is a duty to defend section. This means that **we** have the right and duty to defend **you** against any claim or part of a claim brought against **you** which is covered by this section and which **we** consider **you** have reasonable prospects of successfully defending.

If **we** do not consider that **you** have reasonable prospects of defending a claim or part of a claim **we** have the right but not the obligation to take control of and conduct in **your** name, the investigation, settlement or defence of the claim or part of the claim. Proceedings will only be defended taking into account the commercial considerations of the costs of defence. **We** may request that an opinion be obtained from a mutually agreed Queen's Counsel, or equivalent in a different jurisdiction, as to the prospects of **you** successfully defending a claim or part of a claim. Such opinion shall be binding on **you** and **us**. The costs of obtaining such opinion shall be met by **us**.

## Professional indemnity

### Policy wording

Appointment of legal representation

If a covered or partially covered claim is brought against **you**, then **we** have the right to appoint suitably qualified legal representation to defend **you**. **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.

Partially covered claims

If a claim which is only partially covered by this section is brought against **you**, amounts relating to the non-covered parts of the claim will be deducted from **our** final settlement. **We** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If **you** and **we** cannot agree on a fair allocation, **you** and **we** agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.

Payment of full limit of indemnity

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

Payment of excess

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

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

### Special definitions for this section

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

### What is covered

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

### What is not covered

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

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



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**How much we will pay**

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

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

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**Your obligations**

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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



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

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**Special definitions for this section**

<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Inefficacy</b>	The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.
<b>Personal injury</b>	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

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**What is covered**

Claims against you	<p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> for:</p> <ul style="list-style-type: none"> <li>a. <b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>;</li> <li>b. <b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>;</li> </ul> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim brought against <b>you</b> due to designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> provided that such designs, plans, specifications, formulae, directions or advice were not prepared or given by <b>you</b> for a fee.</p> <p>This includes a claim against any employee or volunteer worker of <b>yours</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners or any employee or spouse of such person against legal liability as a result of <b>bodily injury</b>, <b>property damage</b> or <b>personal injury</b> incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland other than</p> <ul style="list-style-type: none"> <li>a. where indemnity arises out of the ownership or occupation of land or buildings;</li> <li>b. where indemnity is provided by any other insurance.</li> </ul>
Claims against customers	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against a customer of <b>your business</b> for whom <b>you</b> are providing goods or services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p>

## Public and products liability (specialist retail)

### Policy wording

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement 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;
- 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 the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

#### Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

#### Data Protection Act

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

- a. the Data Protection Act 1998;
- b. the Data Protection (Amendment) Act 2003; or
- c. any similar or successor legislation,

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

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

- i. where **you** are entitled to indemnity under any other insurance;
- ii. for the cost of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data; or
- iii. arising from circumstances that **you** knew about or ought reasonably to have known about before **we** agreed to insure **you**.

#### Additional cover

##### Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

##### Defamation and intellectual property rights

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

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

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

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

- i. any claim directly or indirectly due to any statement which **you** knew, or ought reasonably to have known, was defamatory at the time of publication;
- ii. any claim directly or indirectly due to any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret;
- iii. any claim brought by any person falling within the definition of **you** or any party with a financial, executive or managerial interest in **you**;
- iv. that part of any claim where **your** right of recovery is restricted by any contract;
- v. **your** lost profit, mark-up or liability for VAT or its equivalent; or
- vi. fines, contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, additional damages under:

- a. section 97(2) of the Copyright, Designs and Patents Act 1988;
- b. the Copyright and Related Rights Act 2000; or
- c. any similar or successor legislation.

<b>What is not covered</b>	<b>A. We will not make any payment for any claim or loss directly or indirectly due to:</b>
Property for which you are responsible	1. loss of or damage to any property belonging to <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to: <ul style="list-style-type: none"> <li>a. employees' or visitors' vehicles or effects while on <b>your</b> premises;</li> <li>b. premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your business</b>; or</li> <li>c. premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement.</li> </ul> 2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. This does not apply to: <ul style="list-style-type: none"> <li>a. any <b>tool of trade</b>; or</li> <li>b. the loading or unloading of any vehicle off the highway.</li> </ul>
Injury to employees	3. <b>bodily injury</b> to any person arising out of and in the course of their employment under a contract of service or apprenticeship with <b>you</b> .
Pollution	4. a. i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b> ; unless caused by a sudden, identifiable, unintended and <b>unexpected</b> incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b> ; or b. any <b>pollution</b> occurring in the United States of America or Canada.
Computer virus	5. transmission of a computer <b>virus</b> .
Professional advice	6. designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> for a fee.
Tour operator's liability	7. any <b>business</b> activity where <b>you</b> are deemed in law to be liable purely as a result of: <ul style="list-style-type: none"> <li>a. the Package Holidays, Package Travel and Package Tour Regulations 1992;</li> <li>b. the Package Holidays and Travel Trade Act 1995;</li> <li>c. any similar or successor legislation; or,</li> <li>d. any other legislation imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.</li> </ul>
Your products	8. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts. 9. a. any <b>products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b> ; b. any <b>products</b> installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or <b>products</b> .

Inefficacy	10. <b>inefficacy.</b>
Deliberate or reckless acts	11. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	12. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Date recognition	13. <b>date recognition.</b>
War, terrorism and nuclear	14. <b>war, terrorism or nuclear risks.</b>
Asbestos	15. <b>asbestos risks.</b>
	B. <b>We</b> will not make any payment for:
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any country outside the <b>geographical limits.</b>

### How much we will pay

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

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

### Special limits

Products	For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims. <b>We</b> will also pay for <b>defence costs</b> for those claims until the limit of indemnity has been exhausted. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Pollution	For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> , including any claims forming part of a series of other claims regarded as one claim under this section. The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount shown in the schedule. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Criminal proceedings costs	The most <b>we</b> will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .
Court attendance compensation	At <b>our</b> option, <b>we</b> will pay <b>you</b> the following compensation for each day, or part day: <ul style="list-style-type: none"> <li>1. <b>You</b> or <b>your</b> partner or director £250 or €325</li> <li>2. Any other employee £100 or €130</li> </ul> The most <b>we</b> will pay for the total of all court attendance compensation is £10,000 or €13,000.

Defamation and intellectual property rights

The most **we** will pay for the total of all claims, including **defence costs**, for defamation and infringement of intellectual property rights is the amount shown in the schedule.

**You** must pay the relevant **excess** shown in the schedule for each and every claim, including **defence costs**, for defamation or infringement of intellectual property rights.

Paying out the limit of indemnity

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

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## Your obligations

If a problem arises

1. **We** will not make any payment under this section unless:
  - a. **you** notify **us** promptly of any claim or threatened claim against **you**. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.  
**You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring you quote your policy number:  
By email to: [liability.claims@hiscox.com](mailto:liability.claims@hiscox.com); or  
By post to Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE, UK.
  - b. **you** notify **us** within 7 days of a claim or anything which may give rise to a claim under this section, arising out of **bodily injury**. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.  
**You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring you quote your policy number:  
By email to: [liability.claims@hiscox.com](mailto:liability.claims@hiscox.com); or  
By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE, UK.
  - c. **you** notify **us** as soon as practicable of:
    - i. **your** discovery that **products** are defective;
    - ii. any threatened criminal action by any governmental, administrative or regulatory body.
2. When dealing with **your** client or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Correcting problems

**You** must take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor. If **you** do not, **we** may reduce any payment **we** under this section make by an amount equal to the detriment **we** have suffered as a result.

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## Control of defence

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

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

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**Special definitions for this section**

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

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**What is covered**

Claims against you	<p>If any <b>employee</b> brings a claim against <b>you</b> for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of their work for <b>you</b> within the <b>geographical limits</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>The amount <b>we</b> pay will include <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of statute or regulation directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> .
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against a customer of <b>your business</b> for whom <b>you</b> are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ul style="list-style-type: none"> <li>a. has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li> <li>b. accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li> <li>c. has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li> <li>d. gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li> </ul>
Unsatisfied court judgments	If any <b>employee</b> obtains a judgment for damages following <b>bodily injury</b> against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, <b>we</b> will pay to the <b>employee</b> at <b>your</b> request the amount of any unpaid damages and awarded costs provided that:

## Employers' liability

### Policy wording

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

#### Additional cover

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day, that their attendance is required by **our** solicitor.

#### What is not covered

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

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

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

#### How much we will pay

**We** will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

#### Special limits

- Terrorism
- The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount shown in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.
- Criminal proceedings costs
- We** will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.
- Court attendance compensation
- We** will pay **you** the following compensation for each day, or part day:
1. **You** or **your** partner or director £250
  2. Any other **employee** £100
- The most **we** will pay for the total of all court attendance compensation is £10,000.



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**Your obligations**

If a problem arises

1. **We** will not make any payment under this section:
  - a. unless **you** notify **us** within seven days of anything which may give rise to a claim under this section. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.  
**You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your** policy number:  
by email to: liability.claims@hiscox.com; or  
by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
  - b. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
2. when dealing with **your employee** or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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**Control of defence**

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

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**Compulsory insurance clause**

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



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

**Special definitions for this section**

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

**What is covered**

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

**Additional cover**

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

- |                          |   |
|--------------------------|---|
| Trace and access         | 1. <b>we</b> will pay for the necessary and reasonable costs <b>you</b> incur with <b>our</b> consent to locate any <b>damage</b> to cables, underground pipes and drains or the source of a gas leak or of any escape of water from permanent internal plumbing, where the <b>damage</b> , leakage or escape first occurs during the <b>period of insurance</b> . <b>We</b> will also pay the cost to make good any <b>damage</b> caused as a consequence of locating the <b>damage</b> or source of leakage or escape.  |
| Emergency services       | 2. <b>we</b> will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which <b>you</b> are liable following <b>damage</b> occurring during the <b>period of insurance</b> to insured <b>buildings</b> not otherwise excluded.   |
| Loss prevention costs    | 3. <b>we</b> will pay for necessary and reasonable costs that <b>you</b> incur to protect the <b>buildings</b> from imminent insured <b>damage</b> occurring during the <b>period of insurance</b> .  |
| Additions to buildings   | 4. <b>we</b> will pay for <b>damage</b> occurring during the <b>period of insurance</b> to any additions or improvements of <b>standard construction</b> to the <b>buildings</b> once they are completed and become <b>your</b> legal responsibility, provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.   |
| Inadvertent omissions    | 5. having notified <b>us</b> of the intention to insure all <b>buildings</b> in which <b>you</b> have an interest and it being <b>your</b> understanding that all <b>property</b> is accounted for, if any such <b>property</b> is found to have been omitted, <b>we</b> will deem it to be insured within the terms of this <b>policy</b> , provided it is of <b>standard construction</b> . This is subject to payment of the appropriate premium either from <b>policy</b> inception or from the date which <b>you</b> became legally responsible for such <b>property</b> . |
| Selling the buildings    | 6. if <b>you</b> are selling the <b>buildings</b> , this <b>policy</b> will cover the <b>buildings</b> for the buyer from the time <b>you</b> exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this <b>policy</b> .  |
| Trees, shrubs and plants | 7. <b>we</b> will pay for <b>damage</b> occurring during the <b>period of insurance</b> to trees, shrubs or plants at <b>your business premises</b> , which are owned by <b>you</b> or for which <b>you</b> are legally responsible, as a result of fire or explosion.  |
| Discharge of oil         | 8. <b>we</b> will pay the necessary and reasonable additional costs and expenses <b>you</b> incur with <b>our</b> consent to decontaminate the land at the premises shown in the schedule following accidental discharge of oil, other than resulting from <b>failure</b> of the storage tank, from any oil fired heating appliance or storage tank occurring during the <b>period of insurance</b> .   |

**What is not covered**

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

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;

## Property – buildings (specialist retail)

### Policy wording

- b. settlement or bedding down of new structures;
  - c. settlement or movement of made-up ground;
  - d. coastal or river erosion;
  - e. collapse or cracking, other than **damage** to the main building resulting from **subsidence**;
  - f. **subsidence**:
    - i. to walls, gates and fences, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time and by the same cause; or
    - ii. to solid floors unless the walls are physically damaged at the same time and by the same cause;
  - g. demolition, building work or groundwork on the premises;
  - h. a rise in the water table;
  - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
  - j. **storm** or **flood** to gates or fences;
  - k. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the building is occupied and in use;
  - l. **date recognition**; or
  - m. any **virus**.
2. **damage** to any **computers, equipment**, oil and water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
  3. misuse, faulty workmanship, defective design or the use of faulty materials.
  4. the cost of maintenance or routine redecoration.
  5. any indirect losses which result from the incident which caused **you** to claim.
  6. pollution or contamination except **damage** to insured **property** which is not otherwise excluded and which is caused by:
    - a. pollution or contamination which itself results from insured **damage** covered under this section; or
    - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.

This clause does not apply to the cover under **What is covered**, Discharge of oil.
  7.
    - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
    - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this clause, it will be for **you** to show that the clause does not apply.
  8. **war, confiscation** and **nuclear risks**.
  9. the amount of the **excess**.

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### How much we will pay

#### Rebuilding and repair

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

**We** will pay the cost of rebuilding or repairing the **buildings** to a condition equal to but not better or more extensive than their condition when new, provided **you** carry out the rebuilding or repair and do so without unreasonable delay.

#### Other costs

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

- a. the cost of removing debris of the **buildings** from the premises or the area immediately adjacent;

## Property – buildings (specialist retail)

### Policy wording

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

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

#### Special rebuilding conditions

**You** may rebuild or replace **buildings** which are totally destroyed in any manner suitable to **your** requirements and/or on another site provided this does not increase the cost.

#### Under insurance

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

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

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

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

#### Index linking

The **amount insured** for **buildings** will be adjusted monthly in line with any change in nationally published indices. **We** will not reduce the **amount insured** without **your** consent.

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## 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 or An Garda Síochána, as soon as is reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them;
3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

#### Unoccupancy

**You** must tell **us** immediately if the **buildings**, including any self-contained areas of the **buildings**, will be left unoccupied or will not be used for more than 30 consecutive days. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment under this section for **damage** occurring while the **buildings** are unoccupied, other than where caused by fire, lightning, earthquake or

aerial impact.

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**Special conditions**

Workmen

Workmen are permitted in or about any of the **buildings** for the purposes of carrying out minor alterations, repairs, decoration and maintenance without invalidating this insurance.

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

### Special definitions for this section

<b>Contents</b>	<p>The contents of <b>your business premises</b> used in connection with the <b>business</b> which belong to <b>you</b> or for which <b>you</b> are legally responsible, including:</p> <ol style="list-style-type: none"> <li>a. <b>computers</b>;</li> <li>b. <b>stock</b>;</li> <li>c. works of art or precious metals;</li> <li>d. tenants improvements, decorations, fixtures and fittings and general contents including, if attached to the building, external signs, aerials and satellite dishes;</li> <li>e. pipes, ducting, cables, wires and associated control equipment within the <b>business premises</b> and extending to the public mains.</li> </ol> <p>The following are not included within this definition:</p> <ol style="list-style-type: none"> <li>1. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;</li> <li>2. <b>buildings</b>;</li> <li>3. land and water;</li> <li>4. <b>money</b>;</li> <li>5. <b>personal effects</b>;</li> <li>6. <b>employees' cycles</b>;</li> <li>7. motorised vehicles, caravans, trailers and their accessories;</li> <li>8. watercraft and their accessories; or</li> <li>9. aircraft and their accessories.</li> </ol>
<b>Employees' cycles</b>	Cycles and cycle accessories owned by <b>your</b> partners, directors, employees and volunteers or for which such persons are legally responsible.
<b>Money</b>	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to <b>you</b> .
<b>Peak trading period</b>	The period of 90 consecutive days which historically was the trading period with the highest gross income from <b>your</b> retail activities or, if this is <b>your</b> first year trading, the period of 90 consecutive days which <b>you</b> have estimated will be the trading period with the highest gross income from <b>your</b> retail activities.
<b>Personal effects</b>	Articles worn, used or carried about the person by <b>your</b> partners, directors, employees and volunteers, excluding cash, bank and currency notes and jewellery.
<b>Rent payable</b>	Rent for the <b>business premises</b> that <b>you</b> must legally pay whilst the <b>business premises</b> or any part of it is unusable as a result of <b>damage</b> insured by this section.
<b>Stock</b>	Stock, samples, merchandise goods and goods held in trust including customers' goods for which <b>you</b> are legally responsible.
<b>What is covered</b>	<b>We</b> will insure <b>you</b> against <b>damage</b> occurring during the <b>period of insurance</b> to contents contained in the <b>business premises</b> and any other items specified in the schedule.

## Property – contents (specialist retail)

### Policy wording

<b>Additional cover</b>	The following are also provided up to the amount shown in the schedule:
Glass	1. <b>damage</b> occurring during the <b>period of insurance</b> to any fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings contained in the <b>business premises</b> , which belongs to <b>you</b> or for which <b>you</b> are legally responsible.
Costs following glass breakage	2. the necessary and reasonable costs <b>you</b> incur following breakage or scratching during the <b>period of insurance</b> of glass, which belongs to <b>you</b> or for which <b>you</b> are legally responsible, for: <ul style="list-style-type: none"> <li>a. temporary boarding-up;</li> <li>b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;</li> <li>c. replacement lettering or other ornamental work and alarm foil on glass.</li> </ul>
Additions to contents	3. <b>damage</b> occurring during the <b>period of insurance</b> to any additional <b>contents</b> , provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.
Money	4. <b>damage</b> occurring during the <b>period of insurance</b> to <b>money</b> held in connection with the <b>business</b> : <ul style="list-style-type: none"> <li>a. in the <b>business premises</b> while open for business or in a locked safe ;</li> <li>b. in the <b>business premises</b> while not open for business and not in a locked safe;</li> <li>c. in transit within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland or whilst at the home of any partner, director, employee or volunteer of <b>yours</b> in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland; or</li> <li>d. at all other times within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland.</li> </ul>
Identity fraud	5. the following reasonable and necessary expenses <b>you</b> have to pay solely as a direct result of an <b>identity fraud</b> occurring during the <b>period of insurance</b> : <ul style="list-style-type: none"> <li>a. solicitor's fees to defend a claim against <b>you</b> by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness <b>your</b> signature;</li> <li>b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies; or</li> <li>c. fees charged when <b>you</b> re-apply for a commercial loan that was originally rejected.</li> </ul>
Personal effects	6. <b>damage</b> occurring within a building of <b>standard construction</b> at the <b>business premises</b> during the <b>period of insurance</b> to <b>personal effects</b> provided they are not insured elsewhere.
Employees' cycles	7. <b>damage</b> occurring within a building of <b>standard construction</b> at the <b>business premises</b> during the <b>period of insurance</b> to <b>employees' cycles</b> provided they are not insured elsewhere.
Reconstitution of electronic data	8. the reasonable cost of <b>reconstitution of data</b> as a direct result of <b>damage</b> covered under this section.
Reconstitution of other business documents	9. the reasonable costs of replacing or reconstituting <b>your</b> business documents that are not held electronically and which <b>you</b> need to continue <b>your business</b> , if such documents have been lost or destroyed as a direct result of <b>damage</b> covered under this section.
Lock replacement	10. the costs <b>you</b> incur to replace locks and keys necessary to maintain the security of <b>your business premises</b> or safes following theft of keys involving force and violence occurring during the <b>period of insurance</b> .
Building damage by theft	11. the cost of repairing <b>damage</b> occurring during the <b>period of insurance</b> to the <b>buildings</b> caused by theft or attempted theft and for which <b>you</b> are legally liable.

- Personal assault following robbery or attempted robbery
12. compensation as shown in the schedule if any partner, director, employee or volunteer of **yours** is physically injured in the course of **your business** in a robbery or attempted robbery occurring during the **period of insurance** either at the **business premises** or within the **geographical limits** and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the **period of insurance**.
- Metered water and fuel
13. the cost that **you** incur for any metered water and fuel used at the **business premises** when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of **damage** occurring during the **period of insurance** to any storage tank, equipment or piping resulting from a cause not otherwise excluded.
- Refrigerated stock
14. the necessary and reasonable costs and expenses **you** incur to replace spoiled refrigerated **stock** stored in a refrigeration unit at the **business premises** caused by:
- a fault in the refrigeration unit;
  - escape of refrigerant; or
  - 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,
- occurring during the **period of insurance**, provided that the refrigeration unit is:
- less than five years old at the date of loss; or
  - maintained under annual contract by a suitably qualified refrigeration engineer.
- Extinguisher and alarm re-setting expenses
15. the necessary and reasonable costs and expenses **you** incur in order to refill fire extinguishing appliances and reset the fire or intruder alarm system following **damage** covered under this section.
- Display contents
16. **damage** occurring during the **period of insurance** to **contents** on display outside the **business premises** whilst open for business provided that the **contents** are securely attached to a fixed object.
- Stock in your customers' or prospective customers' care
17. **damage** occurring during the **period of insurance** to **stock** while within in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland, in the care of a customer or prospective customer provided that **you**:
- inspect the customer's or prospective customer's proof of identity, this may be either a valid passport or a photographic driving licence; and
  - retain the customer's or prospective customer's credit or debit card for the duration of the hire or loan or obtain an electronic swipe of the person's credit or debit card.
- We** will not make any payment for **stock** while in the care of a customer or prospective customer:
- unless **you** have complied with a. and b. above; or.
  - once the customer has purchased the item
- Undamaged tenant's improvements
18. tenant's improvements if **your** lease is cancelled by the lessor as a consequence of **damage** occurring during the **period of insurance** to the **business premises**, provided the cancellation is a valid condition of **your** lease and tenant's improvements are an insured item under this **policy**.
- Property elsewhere
19. **damage** occurring during the **period of insurance** to:
- stock**; and
  - all other **contents**, excluding laptops, mobile phones, television and video equipment, tools and other portable equipment,
- temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland, including whilst in transit.
- Property kept at home
20. **damage** occurring during the **period of insurance** to:
- stock**; and
  - all other **contents**;



used and kept at the home of any partner, director, employee or volunteer of **yours** for the purposes of the **business**, provided the home is in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

### What is not covered

We will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire. This does not apply to the cover for refrigerated **stock**;
  - c. coastal or river erosion;
  - d. a rise in the water table;
  - e. theft from an unattended vehicle unless the item is out of sight in a locked boot or locked storage compartment;
  - f. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** are occupied and in use;
  - g. **date recognition**;
  - h. a **virus** or **hacker**.
2. **damage** to **property** being cleaned, worked on or maintained.
3. **damage** to **contents** or **money** while in the custody of:
  - a. a courier or postal service; or
  - b. air or sea operators or their agents.
4. **damage** to any **computers, equipment**, oil or water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
5. loss or distortion of information resulting from error or malfunction of **computers**.
6. the value to **you** of any lost or distorted information.
7. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
8. unexplained loss or disappearance or inventory shortage.
9. loss due to clerical or accounting errors.
10. loss by fraud or dishonesty of any partner, director, employee or volunteer of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
11. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
12. any indirect losses which result from the incident which caused **you** to claim.
13. pollution or contamination except **damage** to insured **property** which is not otherwise excluded and which is caused by:
  - a. pollution or contamination which itself results from insured **damage** covered under this section; or
  - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
14.
  - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
  - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
15. **war, confiscation** and **nuclear risks**.
16. the amount of the **excess**.



<b>How much we will pay</b>	<b>We</b> will pay up to the <b>amount insured</b> shown in the schedule unless limited below or in the schedule.
Repair and replacement	<p>At our option <b>we</b> will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"> <li>1. for <b>contents</b>, other than <b>stock, personal effects</b> or <b>employees' cycles</b>, the cost of repair or replacement as new;</li> <li>2. for <b>stock</b> other than second hand <b>stock, stock</b> sold but not delivered or goods held in trust, the cost of repair or replacement at the cost price to <b>you</b>;</li> <li>3. for second hand <b>stock</b>, other than <b>stock</b> sold but not delivered or goods held in trust, the cost of repair or replacement at the trade market value;</li> <li>4. for <b>stock</b> which has been sold but not delivered, the agreed contract price;</li> <li>5. for goods held in trust, the lesser of:             <ol style="list-style-type: none"> <li>i. <b>your</b> liability in respect of the goods held in trust; or</li> <li>ii. the cost of repair or replacement at the trade market value of such goods;</li> </ol> </li> <li>6. for <b>personal effects</b>, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss;</li> <li>7. for <b>employees' cycles</b>, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.</li> </ol>
Debris removal	<b>We</b> will pay the necessary and reasonable costs and expenses <b>you</b> incur to remove debris of <b>contents</b> from the premises or the area immediately adjacent, following <b>damage</b> insured by this section.
Under insurance	<p>If, at the time of <b>damage</b>, <b>we</b> establish that the <b>amount insured</b> does not represent the total value of the <b>contents</b>, <b>we</b> will reduce the amount <b>we</b> pay in the proportion that the premium <b>you</b> have paid bears to the premium <b>we</b> would have charged <b>you</b> if <b>you</b> had declared the total value of the <b>contents</b>.</p> <p><b>We</b> will only apply this calculation if:</p> <ol style="list-style-type: none"> <li>1. <b>we</b> find that the <b>amount insured</b> is less than 85% of the <b>contents</b>; and</li> <li>2. <b>we</b> establish that <b>your</b> failure to declare the total value of the <b>contents</b> was not deliberate or reckless and was a breach of <b>your</b> obligation to:             <ol style="list-style-type: none"> <li>a. make a fair presentation of the risk to <b>us</b> before the start of the <b>period of insurance</b>; or</li> <li>b. notify <b>us</b> of a change of circumstances in relation to the total value of the <b>contents</b>, which may materially affect the <b>policy</b>; or</li> <li>c. make a fair presentation of the risk to <b>us</b> when notifying <b>us</b> of a change of circumstances in relation to the total value of the <b>contents</b> which may materially affect the <b>policy</b>.</li> </ol> </li> </ol> <p>This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii.</p> <p>If <b>your</b> failure to declare the total value of the <b>contents</b> was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.</p>
Seasonal increase	The <b>amount insured</b> for <b>stock</b> will be increased by 30% during <b>your peak trading period</b> .
Index linking	The <b>amount insured</b> for <b>contents</b> will be adjusted monthly in line with any increase in nationally published indices. <b>We</b> will not reduce the <b>amount insured</b> without <b>your</b> consent.
Personal assault following robbery or attempted robbery	<b>We</b> will not pay compensation under more than one heading in the schedule for the same injury.
Pairs and sets	If any <b>contents</b> which have an increased value because they form part of a pair or set suffer <b>damage</b> any payment <b>we</b> make will take account of the increased value.
Other interests	Any payment <b>we</b> make will take into account the interest of any party having an insurable interest in the <b>contents</b> insured, provided <b>you</b> have advised <b>us</b> of the nature and extent of the interest together with the name and address of that interested party.

**Special limits**

Fraud and dishonesty of any partner, director or employee

The most **we** will pay for all losses occurring during the **period of insurance** arising from the fraud or dishonesty of any partner, director, employee or volunteer of **yours** is the amount shown in the schedule.

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**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 or An Garda Síochána, as soon as is reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Backing up electronic data

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

Protections

**You** must ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the **business premises** is left unattended, unless **you** have already advised **us** that a system is not working properly. **We** may then vary the terms and conditions of this **policy**. All systems must be regularly serviced under contract by a reputable company at least annually.

**We** will not make any payment under this section in respect of any incident occurring 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 **damage** occurring in the circumstances in which it occurred.

Unoccupancy

**You** must tell **us** immediately if the **business premises**, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment under this section for **damage** occurring while the **business premises** are unoccupied.

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

### Special definitions for this section

<b>Enclosed premises</b>	A locked building or secure gated compound, other than a self-storage location rented by <b>you</b> or on <b>your</b> behalf.
<b>Hacker</b>	Anyone who maliciously targets <b>you</b> and gains unauthorised access to <b>your</b> website, intranet, computer system, network, telephony equipment or data that <b>you</b> hold electronically.
<b>Location</b>	Any location within the <b>geographical limits</b> where <b>you</b> have a written contract to carry out <b>your business</b> .
<b>Media artwork</b>	Film, photographs, negatives, artwork, transparencies, slide prints, recorded video tapes, soundtracks, animation cells and computer images, software and material used to generate images, all in respect of <b>your</b> productions or photographic shoots, and which belong to <b>you</b> or for which <b>you</b> are legally responsible.
<b>Technical equipment</b>	<p>The equipment used in connection with the <b>business</b> which belong to <b>you</b> or for which <b>you</b> are legally responsible, including:</p> <ul style="list-style-type: none"> <li>a. cameras and ancillary equipment;</li> <li>b. PA, sound and lighting equipment;</li> <li>c. portable electrical equipment;</li> <li>d. mechanical effects equipment;</li> <li>e. grip equipment;</li> <li>f. props, sets and wardrobes;</li> <li>g. make up and prosthetics;</li> <li>h. editing and recording equipment;</li> <li>i. video and broadcast equipment.</li> </ul> <p><b>Media artwork</b> is not included within this definition.</p>

### What is covered

<b>What is covered</b>	<p><b>We</b> will insure <b>you</b> against <b>damage</b> occurring during the <b>period of insurance</b> to <b>technical equipment</b> while:</p> <ul style="list-style-type: none"> <li>a. contained in <b>your business premises</b> or in the home of any partner, director or employee of <b>yours</b> provided the home is in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland;</li> <li>b. hired out by <b>you</b> under a standard hire contract within the <b>geographical limits</b>;</li> <li>c. being used by <b>you</b> on <b>location</b>, or while in transit between <b>your business premises</b></li> </ul> <p><b>We</b> will also pay for the following where stated on the schedule:</p>
Fraudulent hire	<ul style="list-style-type: none"> <li>1. theft by deception of <b>technical equipment</b> that <b>you</b> have hired out under a standard hire contract, but <b>we</b> will not make any payment unless <b>you</b> have: <ul style="list-style-type: none"> <li>a. any claim or loss arising from errors of judgment in exposure, lighting or sound recording or from the use of incorrect type of camera lens, raw film or tape stock;</li> <li>b. any claim or loss arising from the erasure of sound or video tapes due to magnetic or electrical fields, unless beyond <b>your</b> reasonable control;</li> <li>c. any claim or loss arising from delay, confiscation or detention by customs or government officials;</li> <li>d. any claim or loss arising from abandonment of the production or of any <b>technical equipment</b>;</li> </ul> </li> </ul>

## Property – technical equipment (media)

### Policy wording

- |                                  |  |
|----------------------------------|--|
| Continuing hire charges          | 2. loss of hiring charges for which <b>you</b> are legally responsible under a standard hire contract arising directly from <b>damage to technical equipment</b> insured under this section.   |
| Loss of hire fees                | 3. loss of fees <b>you</b> would have received for the hire of <b>your technical equipment</b> under a standard hire contract but for <b>damage</b> occurring during the <b>period of insurance</b> to the <b>technical equipment</b> , for the period beginning at the date of the <b>damage</b> until the <b>technical equipment</b> is repaired or replaced but for no longer than six months.  |
| Re-shoot or re-compilation costs | 4. necessary and reasonable additional costs and expenses <b>you</b> incur in completing a production or photographic shoot following <b>damage</b> occurring during the <b>period of insurance to media artwork</b> , which would not otherwise have been incurred in completing the production. Alternatively, if the production or photographic shoot is necessarily abandoned as a result of such <b>damage to media artwork</b> , <b>we</b> will pay the expenditure incurred by <b>you</b> in the production or photographic shoot up to the date of the <b>damage</b> . |
- However **we** will not pay for:
- a. any claim or loss arising from errors of judgment in exposure, lighting or sound recording or from the use of incorrect type of camera lens, raw film or tape stock;
  - b. any claim or loss arising from the erasure of sound or video tapes due to magnetic or electrical fields, unless beyond **your** reasonable control;
  - c. any claim or loss arising from delay, confiscation or detention by customs or government officials;
  - d. any claim or loss arising from abandonment of the production or of any **technical equipment**;
  - e. any claim or loss arising from the **failure of computers or technical equipment**;
  - f. any fines, penalties or contractual damages due to abandonment or delay in delivery of the production or photographic shoot;
  - g. **damage** to cut outs, unused footage or library stock which do not form part of the final completed production or photographic shoot;
  - h. the value to **you** of any **media artwork**.

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### What is not covered

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

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless the
  - c. **damage** is caused by **storm** or fire;
  - d. coastal or river erosion;
  - e. a rise in the water table;
  - f. theft from an **unattended vehicle** between the hours of 9am and 6pm unless the item is completely hidden within the luggage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer are fully operational;
  - g. theft from an **unattended vehicle** between the hours of 6pm and 9am unless the item is completely hidden within the luggage compartment, boot or trailer of the vehicle, all security measures on the vehicle or trailer are fully operational and the vehicle is kept in an **enclosed premises**;
  - h. theft of **technical equipment** or **media artwork** whilst not under the personal supervision of **you** or anyone authorised by **you** at **your business premises** or a **location** unless involving violent or forcible entry into or exit from a securely locked building;
  - i. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** is occupied and in use;
  - j. **date recognition**;
  - k. a **virus** or **hacker**;

## Property – technical equipment (media)

### Policy wording

2. **damage to technical equipment or media artwork** being cleaned, worked on or maintained.
3. **damage to technical equipment or media artwork** whilst in transit by courier or postal service where the method of delivery does not require a recipient's signature on receipt.
4. loss or distortion of information resulting from **failure** of any **computer**.
5. the value to **you** of any lost or distorted information.
6. **damage to technical equipment** directly resulting from its own **failure**.
7. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
8. unexplained loss or disappearance or inventory shortage.
9. loss due to clerical or accounting errors.
10. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
11. consequential, indirect or financial losses of any kind, other than continuing hire charges, alternative hire costs and loss of hire fees where stated on, and up to the limit stated in, the schedule.
12. pollution or contamination except **damage to technical equipment or media artwork** which is not otherwise excluded and which is caused by:
  - a. pollution or contamination which itself results from insured **damage** covered under this section; or
  - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
13.
  - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
  - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
14. **war, confiscation and nuclear risks**.
15. the amount of the **excess**.

### How much we will pay

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

1. for **technical equipment** other than hired-in equipment, stock, samples and goods held in trust, the cost of repair or replacement as new.
2. for stock and samples other than second-hand stock or samples, the cost of repair or replacement at the cost price to **you**.
3. for second-hand stock and samples, the cost of repair or replacement at the trade market value.
4. **we** establish that **your** failure to declare the total value of the **technical equipment** was not deliberate or reckless and was a breach of **your** obligation to:
  - i. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
  - ii. the costs of repair of the hired in equipment;
  - iii. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
5. **we** establish that **your** failure to declare the total value of the **technical equipment** was not deliberate or reckless and was a breach of **your** obligation to:
  - i. **your** liability in respect of the goods held in trust;
  - ii. the cost of repair or replacement at the trade market value of such goods.

Debris removal	<b>We</b> will also pay necessary and reasonable costs and expenses <b>you</b> incur to remove debris of <b>technical equipment</b> from <b>your business premises</b> , any <b>location</b> or the area immediately adjacent, following <b>damage</b> insured by this section, but <b>we</b> will not pay more than the <b>amount insured</b> for any one claim.
Under insurance	<p>If, at the time of <b>damage</b>, <b>we</b> establish that the <b>amount insured</b> does not represent the total value of the <b>technical equipment</b>, <b>we</b> will reduce the amount <b>we</b> pay in the proportion that the premium <b>you</b> have paid bears to the premium <b>we</b> would have charged <b>you</b> if <b>you</b> had declared the total value of the <b>technical equipment</b>.</p> <p><b>We</b> will only apply this calculation if:</p> <ol style="list-style-type: none"> <li>1. <b>we</b> find that the <b>amount insured</b> is less than 85% of the <b>technical equipment</b>; and</li> <li>2. <b>we</b> establish that <b>your</b> failure to declare the total value of the <b>technical equipment</b> was not deliberate or reckless and was a breach of <b>your</b> obligation to:             <ol style="list-style-type: none"> <li>a. make a fair presentation of the risk to <b>us</b> before the start of the <b>period of insurance</b>; or</li> <li>b. notify <b>us</b> of a change of circumstances in relation to the total value of the <b>technical equipment</b>, which may materially affect the <b>policy</b>; or</li> <li>c. make a fair presentation of the risk to <b>us</b> when notifying <b>us</b> of a change of circumstances in relation to the total value of the <b>technical equipment</b> which may materially affect the <b>policy</b>.</li> </ol> </li> </ol> <p>This remedy may apply in addition to General conditions 2. b.ii. and 4. b. ii.</p> <p>If <b>your</b> failure to declare the total value of the <b>technical equipment</b> was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.</p>
Pairs and sets	If any <b>technical equipment</b> that has an increased value because it forms part of a pair or set suffers <b>damage</b> any payment <b>we</b> make will take account of the increased value.
Other interests	Any payment will take into account the interest of any party having an insurable interest in the <b>technical equipment</b> insured, provided <b>you</b> have advised <b>us</b> of the nature and extent of the interest together with the name and address of that interested party.

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## Your obligations

If any damage occurs	<p><b>We</b> will not make any payment under this section unless <b>you</b>:</p> <ol style="list-style-type: none"> <li>1. notify <b>us</b> promptly of any <b>damage</b> which might be covered;</li> <li>2. report to the police or relevant local authority, as soon as reasonably possible, any <b>damage</b> arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and</li> <li>3. arrange for urgent repairs to be done immediately. Before any other repair work begins <b>we</b> have the right to inspect the damaged <b>property</b>. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.</li> </ol>
Hiring in equipment	<p>When hiring in <b>technical equipment</b> <b>you</b> must complete and record an inventory check and inspect all <b>technical equipment</b> for <b>damage</b> prior to acceptance and agree a schedule of any <b>damage</b> with the hire company before taking charge of the <b>technical equipment</b>. Upon returning the <b>technical equipment</b> to the hire company <b>you</b> must only return the <b>technical equipment</b> to persons authorised within the hire company to accept the return of <b>technical equipment</b>.</p> <p><b>We</b> will not make any payment under this section in respect of any incident occurring while <b>you</b> are not in compliance with these conditions unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the <b>damage</b> occurring in the circumstances in which it occurred.</p>
Re-shoot or re-compilation costs	<p><b>You</b> must:</p> <ol style="list-style-type: none"> <li>1. take all reasonable steps to make back-up copies of <b>media artwork</b> at least every two working days and keep the copies away from the <b>business premises</b>;</li> <li>2. retain all duplicated works, prints or offshoots until the production or photographic shoot has been completed;</li> <li>3. make arrangements with a third-party processing laboratory prior to the commencement of the production or photographic shoot to process <b>media artwork</b> on receipt and advise <b>you</b> immediately if any <b>damage</b> to the <b>media artwork</b> is discovered;</li> </ol>

## Property – technical equipment (media)

### Policy wording

4. examine the processed **media artwork** from the laboratory on receipt and, if **damage** is discovered, take immediate steps to avoid a recurrence; and
5. take a copy of the **media artwork** prior to commencement of transfer to any other format.

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

#### Unoccupancy

**You** must tell **us** immediately if the **business premises**, or home of any partner, director or employee where **technical equipment** is stored, will be left unoccupied or will not be used for more than 30 consecutive days. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

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

#### Protections

1. **You** must ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the **business premises** is left unattended, unless **you** have already advised **us** that a system is not working properly.
2. **You** must also advise **us** as soon as reasonably possible if for any reason a system is not working properly. **We** may then vary the terms and conditions of this **policy**. All systems must be regularly serviced under contract by a reputable company at least annually.

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



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

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### Special definitions for this section

<b>Hacker</b>	Anyone who maliciously targets <b>you</b> and gains unauthorised access to <b>your</b> website, intranet, computer system, network, telephony equipment or data that <b>you</b> hold electronically.
<b>Personal effects</b>	Articles worn, used or carried about the person.
<b>Portable equipment</b>	Portable equipment used in connection with <b>your business</b> which belongs to <b>you</b> or for which <b>you</b> are legally responsible, including: <ol style="list-style-type: none"> <li><b>computers</b> including laptops and tablets;</li> <li>mobile phones;</li> <li>television and video equipment;</li> <li>tools;</li> <li>accessories associated with any of the above;</li> <li>goods held in trust.</li> </ol>

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### What is covered

**We** will insure **you** against **damage** occurring during the **period of insurance** to **portable equipment** within the **geographical limits**.

#### Additional cover

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

Reconstitution of electronic data	1. the reasonable costs of reconstituting the data <b>you</b> need to continue <b>your business</b> , if <b>your</b> electronic <b>business</b> records and electronic data have been lost or distorted as a direct result of <b>damage</b> covered under this section.
Additions to portable equipment	2. <b>damage</b> occurring during the <b>period of insurance</b> to any additional <b>portable equipment</b> , provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.

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### What is not covered

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

- damage** caused by:
  - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation or any gradually operating cause;
  - theft or attempted theft from an unattended vehicle unless the item is out of sight in a locked boot or locked storage compartment;
  - a **virus** or **hacker**;
  - dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire.
- damage** to **portable equipment** away from the **business premises** unless the **portable equipment** is in **your** care, custody, or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or premises.
- damage** to **portable equipment** being cleaned, worked on or maintained.
- damage** to any **portable equipment** directly resulting from its own **failure**.
- damage** to **personal effects**.
- misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- loss or distortion of information resulting from error or malfunction of **portable equipment**.
- the value to **you** of any lost or distorted information.

## Property – portable equipment

### Policy wording

9. unexplained loss or disappearance.
10. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
11.
  - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
  - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
12. any indirect losses which result from the incident which caused **you** to claim.
13. **war, confiscation and nuclear risks**.
14. the amount of the **excess**.

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### How much we will pay

#### Repair and replacement

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

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

1. for **portable equipment** the cost of repair or replacement as new;
2. for goods held in trust, the lesser of:
  - i. **your** liability in respect of the goods held in trust;
  - ii. the cost of repair or replacement at the trade market value of such goods.

#### Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the total value of the **portable equipment**, **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 **portable equipment**.

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

1. **we** find that the **amount insured** is less than 85% of the **portable equipment**; and
2. **we** establish that **your** failure to declare the total value of the **portable equipment** was not deliberate or reckless and was a breach of **your** obligation to:
  - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
  - b. notify **us** of a change of circumstances in relation to the total value of the **portable equipment**, which may materially affect the **policy**; or
  - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the total value of the **portable equipment** 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 **portable equipment** was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

#### Other interests

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

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

## Property – portable equipment

Policy wording

3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **portable equipment**. **We** will tell **you** if **we** want to do this.

### 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 **business premises**. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Please read the schedule to see if **your** loss of **gross profit** or **additional increased costs of working** are covered.

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

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### Special definitions for this section

<b>Additional increased costs of working</b>	The additional costs and expenses, not including the costs of <b>reconstitution of data</b> , reasonably incurred by <b>you</b> with <b>our</b> prior consent in order to continue <b>your business</b> or minimise <b>your</b> loss of <b>gross profit</b> during the <b>indemnity period</b> and not limited to the reduction in <b>gross profit</b> saved.
<b>Alternative hire costs</b>	The reasonable hire costs incurred by <b>you</b> during the <b>period of insurance</b> for the necessary hire of a substitute item of similar type and capacity either whilst <b>property</b> is being repaired or until permanently replaced, following <b>insured damage</b> or <b>insured failure</b> .
<b>Annualised amount insured</b>	The <b>amount insured</b> divided by the <b>indemnity period</b> multiplied by 12.
<b>Cyber-attack</b>	Any financial harm caused to <b>your business</b> due to: <ul style="list-style-type: none"> <li>a. the activities of a third-party who specifically targets <b>you</b> alone by maliciously blocking electronically the access to <b>your computer system</b>, <b>programmes</b> or data <b>you</b> hold electronically; or</li> <li>b. a <b>hacker</b> who specifically targets <b>you</b> alone.</li> </ul>
<b>Gross profit</b>	The difference between the sum of <b>your income</b> , closing stock and work in progress and the sum of <b>your</b> opening stock, work in progress and <b>uninsured working expenses</b> .
<b>Income</b>	The total income of the <b>business</b> .
<b>Increased costs of working</b>	The costs and expenses necessarily and reasonably incurred by <b>you</b> for the sole purpose of minimising the reduction in <b>gross profit</b> to <b>your business</b> during the <b>indemnity period</b> , but not exceeding the reduction in <b>gross profit</b> saved.
<b>Indemnity period</b>	The period, in months, beginning at the date of the <b>insured damage</b> or <b>insured failure</b> , or the date the restriction is imposed, and lasting for the period during which <b>your gross profit</b> is affected as a result of such <b>insured damage</b> , <b>insured failure</b> or restriction, but for no longer than the number of months shown in the schedule.
<b>Insured damage</b>	<b>Damage</b> , other than <b>failure</b> , to <b>property</b> provided that: <ul style="list-style-type: none"> <li>a. the <b>damage</b> is not otherwise excluded by the buildings or contents or other property section of this <b>policy</b>; and</li> <li>b. payment has been made or liability admitted by the insurer under any insurance covering such <b>damage</b>.</li> </ul>
<b>Insured failure</b>	<b>Failure</b> of <b>equipment</b> , <b>computers</b> , oil or water storage tanks and other insured items provided that: <ul style="list-style-type: none"> <li>a. the <b>failure</b> is not otherwise excluded by the Equipment breakdown section of this <b>policy</b>; and</li> <li>b. payment has been made or liability admitted by <b>us</b> under the Equipment breakdown section of this <b>policy</b>.</li> </ul>
<b>Lottery</b>	The following prize draws and competitions: <ul style="list-style-type: none"> <li>a. UK National Lottery prize draws including scratch cards;</li> <li>b. UK National Football Pools;</li> <li>c. Littlewoods Pools;</li> <li>d. Vernons Pools;</li> <li>e. Euro Millions Lottery;</li> </ul>

**Property – business interruption (specialist retail)**  
Policy wording

- f. Irish National Lottery; or
- g. UK Premium Bond prize draw.

<b>Notifiable human disease</b>	Any human infectious or human contagious disease, an outbreak of which must be notified to the local authority.
<b>Rate of gross profit</b>	The percentage produced by dividing <b>gross profit</b> by <b>your income</b> during the financial year immediately before the date of any <b>insured damage, insured failure</b> or restriction.
<b>Rent</b>	Rent: <ul style="list-style-type: none"> <li>a. for the <b>business premises</b> that <b>you</b> must legally pay whilst the <b>business premises</b> or any part of it is unusable as a result of <b>insured damage, insured failure</b> or restriction; or</li> <li>b. that <b>you</b> cannot legally recover from <b>your</b> tenants whilst the <b>buildings</b> or any part are unusable as a result of <b>insured damage, insured failure</b> or restriction.</li> </ul>
<b>Uninsured working expenses</b>	Purchases less discounts received, bad debts, <b>rent</b> and any other item described in the schedule.

**What is covered**

**We** will insure **you** for **your** financial losses and any other items specified in the schedule, resulting solely and directly from an interruption to **your business** caused by:

Financial losses from insured damage	1. <b>insured damage to property:</b> <ul style="list-style-type: none"> <li>a. insured under any property section of this <b>policy</b>, other than Equipment breakdown; or</li> <li>b. insured elsewhere, but not under this <b>policy</b>, provided the <b>damage</b> occurred whilst the <b>property</b> was contained in the <b>business premises</b>,</li> </ul>
Denial of access	2. <b>insured damage</b> to property in the vicinity of the <b>business premises</b> which prevents or hinders <b>your</b> access to the <b>business premises</b> ;
Suppliers	3. <b>insured damage</b> , other than <b>damage</b> caused by <b>flood</b> or <b>earth movement</b> , arising at the premises of one of <b>your</b> suppliers operating and based in the European Union, other than water, gas, electricity or telecommunications services;
Public utilities	4. failure in the supply of water, gas or electricity services supplied by a supplier operating and based in the European Union to the <b>business premises</b> for more than 24 consecutive hours caused by <b>insured damage</b> , other than <b>damage</b> caused by <b>flood</b> or <b>earth movement</b> , to any land based premises of the supply authority or the terminal feed to the <b>business premises</b> or to underground pipes or underground cables conveying such services from the supply authority to the <b>business premises</b> ;
Internet and online market places	5. <ul style="list-style-type: none"> <li>a. failure in the supply of telecommunications or internet services to the <b>business premises</b>; or</li> <li>b. failure of any online market place used by <b>you</b>;</li> </ul> for more than 24 consecutive hours caused by <b>insured damage</b> , other than <b>damage</b> caused by <b>flood</b> or <b>earth movement</b> , to: <ul style="list-style-type: none"> <li>i. any land based premises of a service provider operating and based in the European Union;</li> <li>ii. the terminal feed to the <b>business premises</b>; or</li> <li>iii. underground cables conveying such services from the service provider to the <b>business premises</b>.</li> </ul>
Cyber attack	6 <b>cyber-attack</b> , provided that: <ul style="list-style-type: none"> <li>a. the interruption lasts for a continuous period of more than 24 consecutive hours during the <b>period of insurance</b>; and</li> <li>b. <b>you</b> first discover the attack during the <b>period of insurance</b>.</li> </ul> However, <b>we</b> will not make any payment for:

## Property – business interruption (specialist retail)

### Policy wording

- i. any **cyber-attack** carried out by 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;
- ii. any actual or alleged loss, theft or infringement of intellectual property;
- iii. any actual or alleged infringement, use, misappropriation or disclosure of a patent or trade secret;
- iv. **confiscation**; or
- v. **war** or **nuclear risks**.

This cover does not apply if **you** have purchased separate cyber and data insurance from **us**.

Public authority

7. **your** inability to use the **business premises** due to restrictions imposed by a public authority during the **period of insurance** following:
  - a. a murder or suicide;
  - b. an occurrence of a **notifiable human disease** within one mile of the **business premises**;
  - c. injury or illness of any person traceable to food or drink consumed on the premises;
  - d. defects in the drains or other sanitary arrangements; or
  - e. vermin or pests at the premises.

Loss of attraction

8. **insured damage** in the vicinity of the **business premises** resulting in a shortfall in **your** expected **gross profit** for more than two consecutive days.

Equipment breakdown

9. **insured failure**.

**Additional cover**

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

Hacker damage

10. following a **cyber-attack** covered under What is covered 6, Cyber-attack, **we** will pay the reasonable and necessary expenses incurred with **our** prior written agreement in replacing or repairing **your computer system, programmes** or data **you** hold electronically to the same standard and with the same contents before it was damaged, destroyed, altered, corrupted, copied, stolen or misused.

This cover does not apply if **you** have purchased separate Cyber and Data insurance from **us**.

Employees' lottery win

11. **we** will pay the following costs and expenses incurred by **you** with **our** prior consent caused by one or more of **your** employees resigning from employment with **you** during the **period of insurance** as a direct consequence of their securing a win in a **lottery**:
  - a. recruitment and agency fees;
  - b. additional overtime costs for **your** remaining employees; and
  - c. the costs incurred by **you** to employ additional temporary employees.

However, **we** will not make any payment for any costs and expenses caused by **your** employees' **lottery** wins unless:

- a. the employees resign within 14 days from the date of their **lottery** win; and
- b. the **lottery** win is greater than £100,000 or €130,000 per person.

Cancellation and abandonment

12. if, as a sole and direct result of an unforeseen incident or event which occurs during the **period of insurance** and is entirely beyond **your** control, a promotional event for **your business** is necessarily and unavoidably postponed, abandoned, cancelled or relocated, **we** will pay the costs and expenses incurred by **you**, provided that the promotional event is:
  - a. organised by **you** in connection with the **business**; and
  - b. due to take place within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

However, **we** will not make any payment for loss of **gross profit** or any postponement, relocation, cancellation or abandonment of any promotional event for **your business** directly or indirectly due to:

- i. any failure, withdrawal or inadequacy of necessary finance or financial default of any person, corporation or entity;
- ii. strikes, industrial action or labour disputes, whether actual or threatened;
- iii. any action taken by any national or international body or agency directly or indirectly to control, prevent or suppress any infectious disease;
- iv. adverse weather affecting any promotional event; or
- v. **war or nuclear risks.**

### What is not covered

1. **We** will not make any payment for any interruption to **your business** directly or indirectly caused by, resulting from or in connection with **terrorism**.
2. **We** will not make any payment under this section if **your business** is discontinued permanently or if a liquidator or receiver is appointed.

### How much we will pay

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

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

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

#### Loss of gross profit

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

#### Outstanding debts

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

#### Cancellation and abandonment

The total of all costs and expenses that **you** have paid or must legally pay and are unable to recover, less any savings that **you** are able to make which would have been incurred by **you** in organising a promotional event had a loss not occurred.

**We** will also pay the necessary and reasonable additional expenses incurred by **you** with **our** prior agreement for the sole purpose of avoiding or reducing a loss under this additional cover, provided such expenses do not exceed the reduction in loss saved.

**You** must pay the relevant **excess** shown in the schedule for each and every loss.

#### Accountant's charges

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

#### Under insurance

If, at the time of **insured damage, insured failure, cyber-attack** or restriction, **we** establish that the **annualised amount insured** declared to **us** does not represent **your** actual **income** or **your** actual **gross profit** during the 12 months immediately preceding the date of the **insured damage, insured failure, cyber-attack** or restriction, **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 **your** actual **income** or **your** actual **gross profit**.

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

1. **we** establish that the **annualised amount insured** is less than 85% of **your** actual **income** or **your** actual **gross profit** during the 12 months immediately preceding the start of the **period of insurance**; and
2. **we** establish that **your** failure to declare **your** actual **income** or **your** actual **gross profit** was not deliberate or reckless and was a breach of **your** obligation to make a fair presentation of the risk to **us** before the start of the **period of insurance**.

This remedy may apply in addition to General Condition 2. b.ii. If **your** failure to declare **your** actual **income** or **your** actual **gross profit** was deliberate or reckless, the remedy under General Condition 2.a. will apply.



Business trends	The amount <b>we</b> pay for loss of <b>gross profit</b> will be amended to reflect any special circumstances or business trends affecting <b>your business</b> , either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the <b>insured damage, insured failure, cyber-attack</b> or restriction had not occurred.
Employees' lottery win	The most <b>we</b> will pay for all losses arising in any one <b>period of insurance</b> from one or more of <b>your</b> employees resigning from their posts within <b>your business</b> as a direct consequence of their securing a win in a <b>lottery</b> is the amount shown in the schedule.
<b>Special limits</b>	
Loss of attraction	<b>We</b> will only pay for <b>your</b> financial loss or other items specified in the schedule for up to three consecutive months from the time of the <b>insured damage</b> .

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## Your obligations

If any damage occurs	<b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> promptly of any <b>damage</b> or event which might prevent or hinder <b>you</b> from carrying on <b>your business</b> .
Cancellation and abandonment	<p>For the postponement, abandonment, cancellation or relocation of any promotional event for <b>your business you</b> must take reasonable steps to prevent or mitigate any loss including, but not limited to taking reasonable steps to:</p> <ol style="list-style-type: none"><li>ensure that there is an agreement evidenced in writing between <b>you</b> and any third-party engaged by <b>you</b> for the promotional event;</li><li>rearranging a cancelled or abandoned promotional event; and</li><li>ensure that any <b>property</b> to be used at the promotional event arrives in good time.</li></ol> <p><b>We</b> will not make any payment under this section in respect of any incident occurring whilst <b>you</b> are not in compliance with these conditions unless <b>you</b> can demonstrate that such non-compliance could not have increased the loss occurring in the circumstances in which it occurred.</p>
Property insurance	Where the <b>damage</b> involves <b>property you</b> own or are legally responsible for, <b>we</b> will not make any payment unless <b>you</b> have property insurance in force covering the <b>damage</b> and payment has been made, or liability admitted, under that insurance for the <b>damage</b> .
Accounts records	<b>You</b> must keep a record of all amounts owed to <b>you</b> and keep a copy of the record away from the <b>business premises</b> . If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.

## Commercial legal protection

### Policy wording

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

DAS head and registered office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, England.

Registered in England and Wales, number 103274.

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

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

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

Registered in England and Wales, number 5417859.

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

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

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

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

#### How can **DAS** help

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

#### Send **your** claim to

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

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

Claims are usually handled by a representative appointed by **DAS**, but sometimes **DAS** deal with claims themselves.

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

#### When DAS cannot help

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

#### Cover

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

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

- a. the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- b. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- c. in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

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

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

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

The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the amount shown in the schedule for this section.

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### Special definitions for this section

<b>DAS</b>	DAS Legal Expenses Insurance Company Limited.
<b>The policyholder</b>	The insured named in the <b>policy</b> schedule.
<b>Insured person</b>	The <b>policyholder</b> and the <b>policyholder's</b> directors, partners, managers, employees and any other individuals declared to us by the <b>policyholder</b> .
<b>Appointed representative</b>	The lawyer, accountant or other suitably qualified person, who has been appointed to act for an <b>insured person</b> in accordance with the terms of this section.
<b>Full enquiry</b>	An extensive examination by the HM Revenue & Customs which considers all aspects of the <b>policyholder's</b> tax affairs, excluding those enquiries which are limited to one or more specific aspects of the <b>policyholder's</b> self assessment and/or corporation tax return.
<b>Aspect enquiry</b>	An examination by the HM Revenue & Customs which considers one or more specific aspects of the <b>policyholder's</b> self assessment and/or corporation tax return.
<b>Date of occurrence</b>	<ol style="list-style-type: none"> <li>1. For civil cases (other than under <b>insured incident – 4 tax protection</b>), the <b>date of occurrence</b> is the date of the event that leads to a claim.</li> <li>2. For criminal cases, the <b>date of occurrence</b> is when the <b>insured person</b> commenced or is alleged to have commenced to violate the criminal law in question.</li> <li>3. For <b>full enquiries or aspect enquiries</b>, the <b>date of occurrence</b> is when the HM Revenue &amp; Customs first notifies in writing the intention to make enquiries.  For employers' compliance and value added tax disputes, the <b>date of occurrence</b> is when the relevant authority sends an assessment or written decision to the <b>policyholder</b>.</li> </ol>
<b>Costs and expenses</b>	<b>Accountant's costs, attendance expenses and legal costs.</b>
<b>Legal costs</b>	All reasonable and necessary costs chargeable by the <b>appointed representative</b> on a standard basis.  Also the costs incurred by opponents in civil cases if an <b>insured person</b> has been ordered to pay them, or pays them with the agreement of <b>DAS</b> .
<b>Accountant's costs</b>	A reasonable amount in respect of all costs reasonably incurred by the <b>appointed representative</b> .
<b>Attendance expenses</b>	The <b>insured person's</b> salary or wages for the time that the <b>insured person</b> is off work to attend any arbitration, court or tribunal hearing at the request of the <b>appointed representative</b> or while attending jury service. <b>DAS</b> will pay for each half or whole day that the court, tribunal or the <b>insured person's</b> employer will not pay for.  The amount <b>DAS</b> will pay is based on the following: <ol style="list-style-type: none"> <li>a. the time the <b>insured person</b> is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;</li> <li>b. if the <b>insured person</b> works full time, the salary or wages for each whole day equals 1/250th of the <b>insured person's</b> yearly salary or wages;</li> <li>c. if the <b>insured person</b> works part-time, the salary or wages will be a proportion of the <b>insured person's</b> weekly salary or wages.</li> </ol>
<b>Territorial limit</b>	<b>For insured incidents 2 legal defence (excluding 2.4), and 3 b. bodily injury</b> The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

### For all other insured incidents

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and any other extension agreed with **DAS**.

## Insured incidents we will cover

### 1. Employment disputes and compensation awards

#### a. Employment disputes

**DAS** will defend **the policyholder's** legal rights:

1. prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
3. in legal proceedings in respect of any dispute with:
  - a. an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**; or
  - b. an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

#### What is not covered

1. Any claim in respect of damages for personal injury or loss of or damage to property.
2. Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005 and any amending legislation.

#### b. Compensation awards

**DAS** will pay:

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **DAS** have accepted under **insured incident 1 a**.

Provided that:

1. in cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
  - a. followed the ACAS code of disciplinary and grievance procedures as prepared by the Advisory, Conciliation and Arbitration Service; or
  - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - c. sought and followed advice from the **DAS** legal advice service.
2. for an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** legal claims centre prior to serving notice of redundancy.
4. the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
5. the total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

#### What is not covered

1. Any compensation award relating to the following:
  - a. trade union activities, trade union membership or non-membership;
  - b. pregnancy or maternity rights;
  - c. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - d. statutory rights in relation to trustees of occupational pension schemes;
  - e. statutory rights in relation to Sunday shop and betting work.
2. non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage laws.
4. any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

#### c. Service occupancy

**DAS** will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which **the policyholder** is responsible.

#### What is not covered

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

## 2. Legal defence

At **the policyholder's** request:

1. **DAS** will defend the **insured person's** legal rights
  - a. prior to the issue of legal proceedings when dealing with the:
    - i. police;
    - ii. health and safety executive and/or local authority health and safety enforcement officer ;
 where it is alleged that the **insured person** has or may have committed a criminal offence; or
  - b. following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
  - c. if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
2. **DAS** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
3. **DAS** will defend the **insured person's** (other than **the policyholder**) legal rights if:
  - a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
  - b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
4. **DAS** will represent the **insured person** in appealing against the imposition or terms of any statutory notice issued under legislation affecting **the policyholder's** business.
5. **DAS** will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.
6. **DAS** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that:

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

2. at the time of the **insured incident**, **the policyholder** has registered with the information commissioner in respect of **insured incident 1 c**.

#### What is not covered

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

### 3. Property protection and bodily injury

#### a. Property protection

**DAS** will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

1. any event which causes or could cause physical damage to such material property; or
2. any nuisance or trespass.

#### What is not covered

Any claim relating to the following:

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

#### b. Bodily injury

At **the policyholder's** request, **DAS** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

#### What is not covered

Any claim relating to the following:

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
3. a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

### 4. Tax protection

#### a. Full or aspect enquiries

**DAS** will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry** and **any subsequent appeal proceedings**.

#### b. Employers' compliance

**DAS** will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with pay as you earn or social security regulations following a review by HM Revenue & Customs.

#### c. VAT disputes

**DAS** will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of value added tax due.

Provided that:

1. for all **insured incidents**, **the policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
2. **DAS** will not pay more than £2,000 for **aspect enquiries**.



**What is not covered**

1. In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim.
2. Any **insured incident** arising from a tax avoidance scheme.
3. Any **insured incident** caused by the failure of **the policyholder** to register for value added tax.
4. Any **insured incident** arising from any investigation or enquiries undertaken by the HM Revenue & Customs Special Investigation Section or Special Compliance Office.
5. Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

**What is not covered by this section**

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1 b. compensation awards** and **2 legal defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
6. Any **insured incident** deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under Condition 7.
8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
9. Judicial review.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.

**Conditions which apply to the whole section**

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



- c. the **insured person** must reimburse all payments already made by **DAS** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
- d. **DAS** shall be entitled to retain all premiums paid in respect of this section of the policy.

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

Where a fraudulent or exaggerated claim, or a false declaration in respect of a claim, has been made by an **insured person**, **DAS** will not void this section of the **policy** in respect of any innocent **insured person**.

- 4.
  - a. **DAS** can take over and conduct in the name of the **insured person**, any claim or proceedings at any time.  
**DAS** can negotiate any claim on behalf of an **insured person**;
  - b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
    - i. **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
    - ii. there is a conflict of interest;
  - c. before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**;
  - d. an **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS'** standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **DAS** at all times;
  - e. **DAS** will have direct contact with the **appointed representative**;
  - f. an **insured person** must co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim;
  - g. an **insured person** must give the **appointed representative** any instructions that **DAS** require.
- 5.
  - a. an **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**;
  - b. if an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**;
  - c. **DAS** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 6.
  - a. if **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited;
  - b. an **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
- 7. if an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agree to appoint another **appointed representative**.
- 8. if an **insured person** settles a claim or withdraws their claim without **DAS'** agreement, or does not give suitable instructions to an **appointed representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.
- 9. if there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS'** internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.

10. **DAS** may at their discretion require **the policyholder** to obtain an opinion from counsel at **the policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **DAS**.
11. this policy will be governed by English law.
12. If the **insured person** does not comply with any condition of the policy, unless a more specific remedy is specified, **DAS** may reduce any payment they make under this section by an amount equal to the detriment **DAS** have suffered as a result.

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### Helpline services

<b>DAS</b> provide these services 24 hours a day, seven days a week during the <b>period of insurance</b> . To help <b>DAS</b> check and improve their service standards, <b>DAS</b> record all calls.	
Eurolaw commercial legal advice	<b>DAS</b> will give the <b>policyholder</b> confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.
Tax advice	<b>DAS</b> will give the <b>policyholder</b> confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.
Business assistance	In the event of an unforeseen emergency affecting the <b>policyholder's</b> business premises which causes damage or potential danger, <b>DAS</b> will contact a suitable repairer or contractor and arrange assistance on behalf of the <b>policyholder</b> . All costs of assistance provided are the responsibility of the <b>policyholder</b> . <b>To contact the above services, phone us on 0117 933 0626 quoting your policy number.</b>
Counseling	<b>DAS</b> will provide all employees (including any members of their immediate family who permanently live with them) of the <b>policyholder</b> with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. <b>To contact the counselling helpline, phone us on 0117 934 2121.</b> These calls are not recorded. <b>DAS</b> will not accept responsibility if the helpline services fail for reasons <b>DAS</b> cannot control. Please do not phone <b>DAS</b> to report a general insurance claim.
The employment manual	The <b>DAS</b> employment manual offers comprehensive, up-to-date guidance on rapidly changing employment law. To view it, please visit the <b>DAS</b> website at <a href="http://www.das.co.uk">www.das.co.uk</a> . From the home page click on the employment manual icon. All the sections of this web-based document can be printed off for <b>your</b> own use. Contact <b>DAS</b> at <a href="mailto:marketing@das.co.uk">marketing@das.co.uk</a> with <b>your</b> email address, quoting <b>your</b> policy number and <b>DAS</b> will contact <b>you</b> by e mail to inform <b>you</b> of future updates to the information.
DASbusinesslaw	At <a href="http://www.dasbusinesslaw.co.uk">www.dasbusinesslaw.co.uk</a> <b>you</b> will find a free, online reference full of the sorts of letters, articles and forms that will help <b>you</b> run <b>your</b> business successfully. DASbusinesslaw users can also access interactive document builders, to help make composing commercial documents as easy as possible. From new legislation and employment issues to property law and taxation, <b>you</b> will find the content provided by DASbusinesslaw is updated regularly by legal experts to help <b>you</b> keep <b>your</b> business one step ahead. To access DASbusinesslaw, please go to <a href="http://www.dasbusinesslaw.co.uk">www.dasbusinesslaw.co.uk</a> and register <b>your</b> details. When asked for <b>your</b> policy number, please insert <b>your</b> Hiscox policy number and the password is <b>DAS472301</b> .

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**Website access**

To access the website, please follow these simple steps:

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

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**Website resources**

Included as standard through an easy to navigate website:

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

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**Advice helpline**

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

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

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

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**Support**

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



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

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