



Showtime

Policy wording

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

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

Our promise to you

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

Steve Langan
CEO, Hiscox Insurance Company

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

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

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

General definitions	<p>Words shown in bold type have the same meaning wherever they appear in this policy.</p> <p>The words defined below are used throughout this policy. Any other definitions are shown in the section to which they apply.</p>
Asbestos risks	<ul style="list-style-type: none"> a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or b. exposure to asbestos, asbestos fibres or materials containing asbestos; or 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.
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	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.
Employee	<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 you in connection with your business who is:</p> <ul style="list-style-type: none"> a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. self-employed and working on a labour-only basis under your control or supervision; d. engaged by labour-only sub-contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ul style="list-style-type: none"> a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; 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; c. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Program	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Terrorism	<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"> a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and c. <ul style="list-style-type: none"> i. involves violence against one or more persons; or ii. involves damage to property; or

General terms and conditions

- iii. endangers life other than that of the person committing the action; or
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

Virus	Programs that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in the schedule.
You/your	The insured named in the schedule.

General conditions

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

Presentation of the risk	1. In agreeing to insure you and in setting the terms and premium, we have relied on the information you have given us . You must provide a fair presentation of the risk and must take care when answering any questions we ask by ensuring that all information provided is 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

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remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:

- i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
- ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.

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

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Governing law

13. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.

Arbitration

14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

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

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 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.

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

Special definitions for this section

Abuse or molestation	Bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Hazardous activities	Any activities that involve any of the following: <ol style="list-style-type: none"> the use of fireworks, airborne lanterns, sky candles, wish lanterns, fairground rides, bouncy castles or any inflatable play equipment such, slides or rides; the use of mechanically driven rides that exceed 8 km per hour.
Hazardous premises	Any work undertaken in or on water, blast furnaces, chimney or well shafts, viaducts, bridges, mines, refineries, off-shore installations, power stations, dams, tunnels, any part of airports or aerodromes not accessed by members of the general public, docks, wharves, piers, harbours, rail tracks other than within protected areas on lines which have been closed to passenger traffic and the traction current is discharged, motorways, ships, aircraft towers, steeples or work undertaken underground.
Height	A height exceeding three metres from ground level when outside a building or structure or three metres from floor level when inside a building or structure.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none"> bodily injury or property damage occurring during the period of insurance; personal injury or denial of access committed during the period of insurance; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee of yours when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
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Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners or any employee or spouse of such person against legal liability as a result of bodily injury, property damage or personal injury incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than:</p> <ol style="list-style-type: none"> where indemnity arises out of the ownership or occupation of land or buildings; where indemnity is provided by any other insurance.
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none"> has not, in our reasonable opinion, caused or contributed to the claim against them; accepts that we can control the claim's defence and settlement in accordance with the terms of this section; has not admitted liability or prejudiced the defence of the claim before we are notified of it; gives us the information and co-operation we reasonably require for dealing with the claim.
Cross liabilities	<p>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.</p>
Criminal proceedings costs	<p>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.</p>
Additional cover	
Court attendance compensation	<p>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.</p>

What is not covered	A. We will not make any payment for any claim or loss directly or indirectly due to:
Abuse or molestation	1. abuse or molestation .
Asbestos	2. asbestos risks .
Archery	3. archery or the firing of airborne projectiles unless: <ol style="list-style-type: none"> you follow a risk management plan which has been created prior to the event and which makes adequate provisions for the safety of spectators and participants given the nature of the following: <ol style="list-style-type: none"> the weapons being used; and the distance that the projectiles can travel; and the topography of the location of the event; and the proximity of any animals; and novices are supervised at all times; and the safety instructions of the officer in charge are implemented immediately and without question; and no arrows are retrieved while shooting is still taking place.
Black powder	4. the use of black powder unless: <ol style="list-style-type: none"> you follow a risk management plan which has been created prior to the event and which makes adequate provisions for the safety of spectators and participants; and the black powder is not left unattended; and

	<ul style="list-style-type: none"> c. adequate fire fighting equipment as identified in the relevant risk assessment is available at the powder store and a suitable method of raising the alarm is in place and communicated appropriately; and d. the black powder is secured against unauthorised access in an appropriately designed container, store or location; and e. the black powder is secured in an appropriate store or location agreed with the relevant police explosives licensing department if kept overnight.
Bona fide sub-contractors	<p>5. <ul style="list-style-type: none"> i. any manual work, unless undertaken as part of a performance; or ii. any work undertaken involving the use of heat; or iii. any manual work at height; or iv. work at hazardous premises; or v. work involving any hazardous activities; </p> <p>undertaken for your business by bona fide sub-contractors, unless you take all reasonable steps to ensure that they have and maintain in force public liability insurance with a limit of indemnity of not less £2,000,000.</p> <p>We will not make any payment for any claim or loss where you fail to demonstrate to our satisfaction that you have complied with this requirement.</p>
Cannons	<p>6. the use of cannons unless:</p> <ul style="list-style-type: none"> a. you follow a risk management plan which has been created prior to the event and which makes adequate provisions for the safety of spectators and participants; and b. any burning match is kept a safe distance from the supply of gunpowder; and c. an area of 15 metres immediately in front of the muzzle is kept free of people, animals, cars and combustible materials; and d. the area immediately behind the cannon is kept free of people, animals, cars and combustible materials when the cannon is being fired.
Computer virus	6. transmission of a computer virus .
Contracts	7. your liability under any contract which is greater than the liability you would have at law without the contract.
Dangerous animals	8. the ownership, possession or use by you or on your behalf of any animal classified as dangerous under the Dangerous Dogs Act 1991 or Dangerous Wild Animals Act 1976 or any similar or successor legislation.
Date recognition	9. date recognition .
Deliberate or reckless acts	10. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Equestrian	11. any equestrian work undertaken by you or on your behalf.
Hazardous activities	12. any hazardous activities undertaken by you .
Hazardous premises	13. any work undertaken by you at any hazardous premises .
Inefficacy	14. inefficacy .
Injury to employees	15. bodily injury to your employees .
Mechanically-propelled vehicles	16. the ownership, possession, maintenance or use by you or on your 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:

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

Muskets, pistols and guns

- 17. the use of muskets, pistols or guns unless:
 - a. **you** follow a risk management plan which has been created prior to the event and which makes adequate provisions for the safety of spectators and participants; and
 - b. the safety instructions of the officer in charge of gunnery are implemented immediately and without question; and
 - c. the risk of damage to hearing is identified in a risk management document and any safety measures identified are fully adhered to; and
 - d. muskets, pistols or guns are not discharged in the direction of spectators unless the spectators are at least 20 metres away from the point of fire; and
 - e. the flashing off of flintlocks or matchlocks, and the capping off of percussion guns is carried out with the weapon pointing away from people in a designated area; and
 - f. the malfunction of any musket, pistol or gun is dealt with as directed by the officer in charge of gunnery.

Pollution

- 18. a. i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**;

unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
- b. any **pollution** occurring in the United States of America or Canada.

Professional advice

- 19. designs, plans, specifications, formulae, directions or advice prepared or given by **you** or on **your** behalf.

Property for which you are responsible

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

Use of pyrotechnics or fire

- 21. the use of pyrotechnics or fire unless:
 - a. **you** follow a risk management plan which has been created prior to the event and which makes adequate provisions for the safety of spectators and participants; and
 - b. all pyrotechnics and flammable liquids are secured against unauthorised access in an appropriately designed container, store or location; and
 - c. all pyrotechnics and flammable liquids are not left unattended; and
 - d. the area of the performance or activity is either:
 - i. kept clear of combustible materials for a distance of three metres in all directions; or
 - ii. any combustible materials within three metres is covered with non combustible blankets or screens; and
 - e. **you** undertake a thorough examination of the area of the performance to ensure any signs of combustion are properly extinguished; and
 - f. all torches and fire equipment are properly extinguished and stored in an airtight metal container; and

- g. the amount of fuel or flammable liquid taken to a performance is restricted to that required for the performance and it is stored in metal or plastic containers not exceeding 2.5 litres; and
- h. all flash products are stored in water in sealed plastic bags and locked in a fireproof box when not in use; and
- i.. adequate fire fighting equipment as identified in the relevant risk assessment is available and a suitable method of raising the alarm is in place and communicated appropriately.

War, terrorism and nuclear	22. war, terrorism or nuclear risks.
Work at height	23. any work undertaken by you at height .
Your products	<p>24. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.</p> <p>25. a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;</p> <p>b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products.</p> <p>B. We will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Claims outside the geographical limits	4. any claim brought against you resulting from work you undertake in any country outside the geographical limits .

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 your products , the most we will pay is a single limit of indemnity for the total of all such claims. We will also pay for defence costs for those claims until the limit of indemnity has been exhausted. You must pay the relevant excess shown in the schedule.
Pollution	For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs , including any claims forming part of a series of other claims regarded as one claim under this section. The most we will pay for defence costs in relation to pollution claims is the amount shown in the schedule. You must pay the relevant excess shown in the schedule.
Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs . You must pay the relevant excess shown in the schedule.
Criminal proceedings costs	The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. 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.

Paying out the limit of indemnity

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

Your obligations

If a problem arises

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

- 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; or

By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.

- 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; or

By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.

- 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** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence

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

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Terrorism	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

What is covered

Claims against you	<p>If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	<p>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.</p>
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none"> has not, in our reasonable opinion, caused or contributed to the claim against them; accepts that we can control the claim's defence and settlement in accordance with the terms of this section; has not admitted liability or prejudiced the defence of the claim before we are notified of it; gives us the information and co-operation we reasonably require for dealing with the claim.
Unsatisfied court judgments	<p>If any employee obtains a judgment for damages following bodily injury against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, we will pay to the employee at your request the amount of any unpaid damages and awarded costs provided that:</p> <ol style="list-style-type: none"> the bodily injury is caused during the period of insurance and arises out of and in the course of his or her employment in your business; and we would have covered your liability if you had caused the bodily injury; and there is no appeal outstanding; and the employee assigns his or her judgment to us.

Additional cover

Court attendance compensation	<p>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.</p>
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What is not covered

We will not make any payment for:

- | | |
|---|--|
| Deliberate or reckless acts
Offshore

Road traffic legislation

Claims outside the applicable courts | <ol style="list-style-type: none"> 1. Any claim or loss directly or indirectly due to: <ol style="list-style-type: none"> 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

Criminal proceedings costs

Court attendance compensation | <p>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.</p> <p>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.</p> <p>We will pay you the following compensation for each day, or part day:</p> <ol style="list-style-type: none"> 1. You or your partner or director £250 2. Any other employee £100 <p>The most we will pay for the total of all court attendance compensation is £10,000.</p> |
|--|---|

Your obligations

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

- | | |
|---------------------|--|
| If a problem arises | <ol style="list-style-type: none"> a. you notify us within 7 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. you notify us as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body. <ol style="list-style-type: none"> 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. |
|---------------------|--|

Control of defence

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

Compulsory insurance clause

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

Special definitions for all property sections

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

Property definitions

devices, appliances or wires; or

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.

Flood

Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by **storm** or not.

Identity fraud

Someone, or a group of people, knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.

Location

Any location within the **geographical limits** where **you** are licensed or have a contract to carry out a performance.

Property

Tangible property.

Reconstitution of data

Reconstitution of the data **you** need to continue **your business**, if **your** electronic **business** records and electronic data have been lost or distorted.

Software

Programmes which run **your computers**, including both **your** own operating programmes and application programmes used in the course of **your business**.

Standard construction

Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.

Storm

High winds of a destructive nature, rainstorm, hailstorm or snowstorm.

Subsidence

Subsidence, landslip or heave.

Unattended vehicle

Any vehicle which is out of sight of **you** or any person authorised by **you** other than a vehicle which is parked in a secure gated compound or a securely locked garage of **standard construction**.

Property – technical and portable equipment

Policy wording

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

Special definitions for this section

Hacker	Anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data that you hold electronically.
Technical and portable equipment	<p>The equipment used in connection with the business which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> cameras and ancillary equipment; PA, sound and lighting equipment; portable electrical equipment; mechanical effects equipment; rigging and grip equipment; props, sets and wardrobes; editing and recording equipment; video and broadcast equipment; musical instruments, instrument cases and flight cases and items used to play or tune musical instruments; make up and prosthetics.

What is covered

	<p>We will insure you against damage occurring during the period of insurance to technical and portable equipment while:</p> <ol style="list-style-type: none"> contained in your business premises or in the home of any partner, director or employee of yours 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; hired out by you under a standard hire contract within the geographical limits; being used by you on location, or while in transit between your business premises and any location including loading and unloading. <p>We will also pay for the following where stated on the schedule:</p>
Alternative hire costs	<ol style="list-style-type: none"> The necessary and reasonable additional costs and expenses you incur in hiring alternative equipment to fulfill the commitments of your business following damage to technical and portable equipment insured under this section. We will only pay for hire costs for the period beginning at the date of the damage until the technical and portable equipment is repaired or replaced but for no longer than six months.
Fraudulent hire	<ol style="list-style-type: none"> Theft by deception of technical and portable equipment that you have hired out under a standard hire contract, but we will not make any payment unless you have: <ol style="list-style-type: none"> obtained and verified at least two trade references for each hirer; and retained a copy of the hirer's letterhead and a copy of at least two utility bills for the hirer relating to the same premises; and retained a copy of the credit card details of the hirer; and only allowed the actual hiring company to collect the hire items and upon collection have copied identification of the hirer and have taken a photograph of the hirer.
Continuing hire charges	<ol style="list-style-type: none"> Loss of hiring charges for which you are legally responsible under a standard hire contract arising directly from damage to technical and portable equipment insured under this section but for no longer than 13 weeks from the date it was due to be returned to the hirer

Property – technical and portable equipment

Policy wording

Reconstitution of electronic data	4. The reasonable cost of reconstitution of data as a direct result of damage covered under this section.
Re-shoot or re-compilation costs	<p>5. Necessary and reasonable additional costs and expenses you incur in completing a production over and above the production cost which but for damage occurring during the period of insurance to any film, negatives or artwork would have been incurred in completing the production.</p> <p>However we will not pay for:</p> <ul style="list-style-type: none"> 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 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 and portable equipment; e. any claim or loss arising from failure of computers or technical and portable 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.

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;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an **unattended vehicle** unless:
 - i. the **technical and portable equipment** is completely hidden within a locked vehicle, luggage compartment, boot or trailer; and
 - ii. between the hours of 9.00pm and 6.00am the vehicle is kept within a secure gated compound;
 - f. theft of **technical and portable equipment** whilst unattended at **your business premises** or a **location** unless involving violent or forcible entry into or exit from a securely locked building;
 - g. 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;
 - h. **data recognition**; or
 - i. a **virus** or **hacker**.
2. **damage** to **technical and portable equipment** being cleaned, worked on or maintained.
3. **damage** to **technical and portable equipment** whilst in transit unless the items are adequately packed and secured, given the nature of the items and how they are transported.
4. loss or distortion of information resulting from error or malfunction of **computers**.
5. **damage** to replaceable items of musical accessories including strings, reeds and drumheads.
6. the value to **you** of any lost or distorted information.
7. **damage** to **technical and portable equipment** directly resulting from its own **failure**.

Property – technical and portable equipment

Policy wording

8. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
9. unexplained loss or disappearance or inventory shortage.
10. loss due to clerical or accounting errors.
11. 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**.
12. consequential, indirect or financial losses of any kind, other than continuing hire charges where stated on and up to the limit stated in the schedule.
13.
 - a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
14. the amount of the **excess**.
15. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in anyway responding to a. to f. above.

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

How much we will pay

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

Repair and replacement

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

1. for **technical and portable 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. for hired in equipment, the lesser of:
 - 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. replacement of the hired in equipment with a model of equivalent specification, age and condition.
5. 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.

Debris removal

We will also pay necessary and reasonable costs and expenses **you** incur to remove debris of **technical and portable equipment** from **your business premises**, any **location** or the area immediately adjacent, following **damage** insured by this section, but **we** will not pay more than the **amount insured** for any one claim.

Property – technical and portable equipment

Policy wording

Underinsurance

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

We will only apply this calculation if:

1. **we** find that the **amount insured** is less than 85% of the **technical and portable equipment**; and
2. **we** establish that **your** failure to declare the total value of the **technical and 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 **technical and 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 **technical and 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 **technical and portable equipment** was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

Pair and sets

If any **technical and portable equipment** that has an increased value because it forms part of a pair or set suffers **damage** any payment **we** make will take account of the increased value.

Other interests

Any payment will take into account the interest of any party having an insurable interest in the **technical and 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.

Your obligations

If any damage occurs

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

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as reasonably possible, any **damage** arising from 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 such 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.

Hiring in equipment

When hiring in **technical and portable equipment** **you** must complete and record an inventory check and inspect all **technical and portable equipment** for **damage** prior to acceptance and agree a schedule of any **damage** with the hire company before taking charge of the **technical and portable equipment**. Upon returning the **technical and portable equipment** to the hire company **you** must only return the **technical and portable equipment** to persons authorised within the hire company to accept the return of equipment.

We will not make any payment under this section in respect of any incident occurring 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.

Protections

You must ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the **business premises** are left unattended, unless **you** have already advised **us** that a system is not working properly. **We** may then change the terms and

Property – technical and portable equipment

Policy wording

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** will be left unoccupied or will not be used for more than 30 consecutive days. **We** may then change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

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

Contents	<p>The contents of your business premises used in connection with the business which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> computers; goods held in trust, stock and samples; works of art or precious metals; tenants improvements, decorations, fixtures and fittings and general contents including, if attached to the building, external signs, aerials and satellite dishes; pipes, ducting, cables, wires and associated control equipment within the business premises and extending to the public mains. <p>Money and personal effects are not included within this definition.</p>
Money	<p>Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to you.</p>
Personal effects	<p>Articles worn, used or carried about the person, excluding cash, bank and currency notes and jewellery.</p>
Rent payable	<p>Rent for the business premises that you must legally pay whilst the business premises or any part of it is unusable as a result of damage insured by this section.</p>

What is covered	<p>We will insure you against damage occurring during the period of insurance to contents contained in the business premises and any other items specified in the schedule.</p>
Additional cover	<p>The following are also provided up to the amount shown in the schedule:</p>
Costs following glass breakage	<ol style="list-style-type: none"> The necessary and reasonable costs you incur following breakage or scratching during the period of insurance of glass, which belongs to you or for which you are legally responsible, for: <ol style="list-style-type: none"> temporary boarding up; repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass; replacement lettering or other ornamental work and alarm foil on glass.
Additions to contents	<ol style="list-style-type: none"> Damage occurring during the period of insurance to any additional contents, provided you tell us the additional values as soon as possible and pay the appropriate premium.
Money	<ol style="list-style-type: none"> Damage occurring during the period of insurance to money held in connection with the business: <ol style="list-style-type: none"> in the business premises while open for business; in the business premises in a locked safe; anywhere within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland where you are licensed or have a contract to carry out a performance;

	d. 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 or employee of yours in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.
Identity fraud	4. The following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud occurring during the period of insurance : <ol style="list-style-type: none"> solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness your signature; the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies; fees charged when you re-apply for a commercial loan that was originally rejected.
Personal effects	5. Damage occurring in the business premises during the period of insurance to the personal effects of your employees or visitors to the business premises provided they are not insured elsewhere.
Reconstitution of electronic data	6. The reasonable cost of reconstitution of data as a direct result of damage covered under this section.
Reconstitution of other business documents	7. The reasonable costs of replacing or reconstituting your business documents that are not held electronically and which you need to continue your business , if such documents have been lost or destroyed as a direct result of damage covered under this section.
Lock replacement	8. The costs you incur to replace locks and keys necessary to maintain the security of your business premises or safes following theft of keys involving force and violence occurring during the period of insurance .
Building damage by theft	9. The cost of repairing damage occurring during the period of insurance to the business premises buildings caused by theft or attempted theft and for which you are legally liable.
Personal assault following robbery or attempted robbery	10. Compensation as shown in the schedule if any partner, director or employee 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	11. 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.
Undamaged tenant's improvements	12. 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 .
Contents temporarily elsewhere	13. Damage occurring during the period of insurance to contents , excluding laptops, mobile phones 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.
Contents kept at home	14. Damage occurring during the period of insurance to contents used and kept at the home of any partner, director or employee 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 this is a result of **storm** or fire;
 - 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;
 - f. 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;
 - g. **date recognition**; or
 - h. a **virus** or **hacker**.
2. **damage** to **property** being cleaned, worked on or maintained.
3. **damage** to any **computers, equipment**, oil or water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
4. loss or distortion of information resulting from error or malfunction of **computers**.
5. the value to **you** of any lost or distorted information.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
10. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
11. any indirect losses which result from the incident which caused **you** to claim.
12. a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
13. the amount of the **excess**.
14. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in anyway responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 14a or 14b above, it will be for **you** to show that the clause does not apply.

How much we will pay

Repair and replacement	<p>We will pay up to the amount insured shown in the schedule unless limited below or in the schedule.</p> <p>At our option we will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"> for contents, other than stock and samples or personal effects, the cost of repair or replacement as new; for stock and samples other than second-hand stock or goods held in trust, the cost of repair or replacement at the cost price to you; for second hand stock, other than goods held in trust, the cost of repair or replacement at the trade market value; for goods held in trust, the lesser of: <ol style="list-style-type: none"> your liability in respect of the goods held in trust; or the cost of repair or replacement at the trade market value of such goods. for personal effects, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.
Debris removal	<p>We will pay the necessary and reasonable costs and expenses you incur to remove debris of contents from the premises or the area immediately adjacent, following damage insured by this section.</p>
Under insurance	<p>If, at the time of damage, we establish that the amount insured does not represent the total value of the contents, we will reduce the amount we pay in the proportion that the premium you have paid bears to the premium we would have charged you if you had declared the total value of the contents.</p> <p>We will only apply this calculation if:</p> <ol style="list-style-type: none"> we find that the amount insured is less than 85% of the contents; and we establish that your failure to declare the total value of the contents was not deliberate or reckless and was a breach of your obligation to: <ol style="list-style-type: none"> make a fair presentation of the risk to us before the start of the period of insurance; or notify us of a change of circumstances in relation to the total value of the contents, which may materially affect the policy; or make a fair presentation of the risk to us when notifying us of a change of circumstances in relation to the total value of the contents which may materially affect the policy. <p>This remedy may apply in addition to General conditions 2.b.ii. and 4.b.ii.</p> <p>If your failure to declare the total value of the contents was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.</p>
Personal assault following robbery or attempted robbery	<p>We will not pay compensation under more than one heading in the schedule for the same injury.</p>
Pairs and sets	<p>If any contents which have an increased value because they form part of a pair or set are damaged any payment we make will take account of the increased value.</p>
Other interests	<p>Any payment we make will take into account the interest of any party having an insurable interest in the contents insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.</p>

Your obligations

If any damage occurs	We will not make any payment under this section unless you :
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Property – contents

Policy wording

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as reasonably possible, any **damage** arising from 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 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 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 **buildings** 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

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

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

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;
 - 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.
 - a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination. This does not apply to the cover under **What is covered**, Discharge of oil.
 7. the amount of the **excess**.
 8. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in anyway responding to a. to f. above.

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

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

Property – buildings

Policy wording

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;
- 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;
- 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.

Your obligations

If any damage occurs

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

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as 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.

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



Property – buildings

Policy wording

aerial impact.

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

Derangement	Electrical or mechanical malfunction of computers arising from a cause internal to the computer unaccompanied by visible damage to or breaking out of any parts of the computer .
Hazardous substance	Any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency.

What is covered

Equipment and computers	1. We will insure you against failure occurring during the period of insurance to: <ul style="list-style-type: none"> a. equipment at the business premises or on location; and b. computers at the business premises; and c. computers temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.
Hazardous substances	2. We will pay for the additional cost to repair, replace, clean-up or dispose of equipment or computers solely due to contamination by a hazardous substance following a failure occurring during the period of insurance .
Reconstitution of electronic data	3. The reasonable costs for reconstitution of data as a direct result of: <ul style="list-style-type: none"> a. failure covered under this section; or b. derangement occurring during the period of insurance.
Expediting expenses	4. We will pay for the reasonable costs to make temporary repairs and expedite permanent repairs to or permanent replacement of equipment or computers following failure occurring during the period of insurance .
Building repair and reconstruction requirements	5. If failure of insured equipment , computers or oil or water storage tanks covered by this section causes damage to a building covered by this policy , and the loss is increased by enforcement of any regulation or legal requirement that: <ul style="list-style-type: none"> a. regulates the construction or repair of buildings; or b. establishes land use requirements, then we will pay for the necessary and reasonable additional costs incurred by you to: <ul style="list-style-type: none"> i. demolish and clear the site of undamaged parts; and ii. repair or rebuild the building. If the building is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by any land use regulation or legal requirement.
Oil and water storage tanks	6. We will pay for: <ul style="list-style-type: none"> a. failure occurring during the period of insurance to oil and water storage tanks, including connected pipework, which belong to you or for which you are legally responsible at the business premises; and b. the reasonable costs to: <ul style="list-style-type: none"> i. replace the contents of oil storage tanks at the premises; and ii. clean and decontaminate property at the premises; following damage to such tanks covered by this section, if the contents of the tank leak, discharge or overflow from the tank or are contaminated as a direct result of the damage.

What is not covered

We will not make any payment for:

1. **damage to equipment, computers** or oil or water storage tanks due to **failure** caused by wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause.
2. **failure** caused by:
 - a. a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
 - b. an insulation breakdown test of any type of electrical equipment; or
 - c. a **virus**.
3. the value to **you** of any lost or distorted data or information.
4. **damage to**:
 - a. any structure, foundation, masonry, brickwork, cabinet or compartment which supports **equipment, computers** or oil or water storage tanks;
 - b. any insulating or refractory material;
 - c. sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
 - d. water piping other than boiler feedwater piping, boiler condensate return piping, hot water heating and supply piping or water piping forming a part of a refrigerating or air conditioning system;
 - e. sprinkler system tanks;
 - f. vehicles other than fork-lift trucks, aircraft, floating vessels or any equipment mounted on them;
 - g. dragline, excavation or construction equipment;
 - h. equipment manufactured by **you** for sale;
 - i. tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal;
 - j. any electronic equipment, other than **computers**, used for research, diagnostic, treatment, experimental or other medical or scientific purposes;
 - k. domestic laundry, kitchen, audio visual and home entertainment equipment whilst such equipment is used in private living quarters.
5. **damage to any equipment, computers** or oil or water storage tanks not insured under the other property sections of this **policy**.
6. loss or damage recoverable under any maintenance agreement, warranty or guarantee, or which would be recoverable but for a breach of **your** obligations under such agreement, warranty or guarantee.
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 exclusion, it will be for **you** to show that the exclusion does not apply.
8. **war, confiscation and nuclear risks**.
9. the amount of any **excess**.

How much we will pay

	<p>We will pay up to the amount insured shown in the schedule unless limited below or in the schedule.</p> <p>All losses which arise from the same original cause or event or a single source will be regarded as one incident of loss.</p>
Repair and replacement	<p>At our option we will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"> for equipment, computers, oil or water storage tanks or other insured items owned by you, the cost of repair or replacement as new. for equipment, computers, oil or water storage tanks or other insured items for which you are legally responsible, the lesser of: <ol style="list-style-type: none"> your liability in respect of the equipment or computers or items; or the cost of repair or replacement.
Debris removal	<p>We will pay the necessary and reasonable costs and expenses you incur to remove debris of equipment, computers, oil or water storage tanks or other insured items from the business premises or the area immediately adjacent, following damage insured by this section.</p>
Other interests	<p>Any payment we make will take into account the interest of any party having an insurable interest in the property insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.</p>

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you:</p> <ol style="list-style-type: none"> notify us promptly of any failure which might be covered; and 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	<p>You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from 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.</p>
Precautions	<p>You must take reasonable steps to:</p> <ol style="list-style-type: none"> comply with any statute or order applicable to the insured equipment, computers or oil or water storage tanks; and ensure that insured equipment, computers and oil or water storage tanks are properly maintained and used in accordance with the manufacturer's recommendations. <p>We will not make any payment under this section in respect of any incident occurring whilst you are not in compliance with these conditions, unless you can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.</p>

Please read the schedule to see if **your** loss of **income**, 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.

Special definitions for this section

Additional increased costs of working	The additional costs and expenses, not including the costs of reconstitution of data , reasonably incurred by you with our prior consent in order to continue your business or minimise your loss of income or loss of gross profit during the indemnity period and not limited to the reduction in income or gross profit saved.
Annualised amount insured	The amount insured divided by the indemnity period multiplied by 12.
Gross profit	The difference between the sum of your income , closing stock and work in progress and the sum of your opening stock, work in progress and uninsured working expenses .
Income	The money paid or payable to you in respect of your business .
Increased costs of working	The costs and expenses necessarily and reasonably incurred by you for the sole purpose of minimising the reduction in income to your business during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period, in months, beginning at the date of the insured damage or insured failure , or the date the restriction is imposed, and lasting for the period during which your income is affected as a result of such insured damage , insured failure or restriction, but for no longer than the number of months shown in the schedule.
Insured damage	<p>Damage, other than failure, occurring during the period of insurance to property provided that:</p> <ol style="list-style-type: none"> the damage is not otherwise excluded by the Buildings, Contents or Technical and portable equipment section of this policy; and payment has been made or liability admitted by the insurer under any insurance covering such damage.
Insured failure	<p>Failure of equipment, computers, oil or water storage tanks and other insured items occurring during the period of insurance provided that:</p> <ol style="list-style-type: none"> the failure is not otherwise excluded by the Equipment breakdown section of this policy; and payment has been made or liability admitted by us under the Equipment breakdown section of this policy. <p>occurring within the period of insurance.</p>
Notifiable human disease	<p>Any of the following human infectious or human contagious diseases, an outbreak of which must be notified to the local authority:</p> <ol style="list-style-type: none"> acute encephalitis; anthrax; cholera; dysentery; legionellosis; legionnaires disease; leptospirosis; paratyphoid fever; rabies; or tetanus.

Property – business interruption

Policy wording

Rate of gross profit

The percentage produced by dividing **gross profit** by **your income** during the financial year immediately before the date of any **insured damage**, **insured failure** or restriction.

Rent

Rent:

- a. for the **business premises** that **you** must legally pay whilst the **business premises** or any part of it is unusable as a result of **insured damage**, **insured failure** or restriction;
- b. that **you** cannot legally recover from **your** tenants whilst the **buildings** or any part are unusable as a result of **insured damage**, **insured failure** or restriction.

Uninsured working expenses

Purchases less discounts received, bad debts, **rent** 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. insured damage to property: <ol style="list-style-type: none"> insured under any Property section of this policy, other than Equipment breakdown; or insured elsewhere, but not under this policy, provided the damage occurred whilst the property was contained in the business premises.
Denial of access	2. insured damage to property within 1km of the business premises which prevents or hinders your access to the business premises .
Suppliers	3. insured damage: <ol style="list-style-type: none"> arising at the premises of one of your suppliers operating and based in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man; other than damage caused by flood or earth movement, arising at the premises of one of your suppliers operating and based elsewhere in the European Union (including Gibraltar); <p>other than water, gas, electricity or telecommunications services.</p>
Locations	4. insured damage; <ol style="list-style-type: none"> to the premises of a location in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man; other than damage caused by flood or earth movement, to the premises of a location elsewhere in the European Union (including Gibraltar).
Property in storage	5. insured damage: <ol style="list-style-type: none"> arising at a third-party premises where property is stored by you within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man; other than damage caused by flood or earth movement, arising at a third-party premises where property is stored by you elsewhere in the European Union (including Gibraltar).
Public utilities	6. failure in the supply of water, gas, electricity or telecommunications services to the business premises for more than 24 consecutive hours by a supplier operating and based: <ol style="list-style-type: none"> in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man caused by insured damage; elsewhere in the European Union (including Gibraltar), caused by insured damage other than damage caused by flood or earth movement; <p>to any land-based premises of the supply authority or the terminal feed to your business premises or to underground pipes or underground cables conveying such services from the supply authority to your premises.</p>
Public authority	7. your inability to use the business premises due to restrictions imposed by a public authority during the period of insurance following: <ol style="list-style-type: none"> a murder or suicide; an occurrence of a notifiable human disease; injury or illness of any person traceable to food or drink consumed on the premises; defects in the drains or other sanitary arrangements; vermin or pests at the premises.
Equipment breakdown	8. insured failure but we will only make payment if the failure is for a continuous period of more than 24-hours.

What is not covered	<ol style="list-style-type: none"> We will not make any payment for any interruption to your business directly or indirectly caused by, resulting from or in connection with terrorism. We will not make any payment under this section if your business is discontinued permanently or if a liquidator or receiver is appointed. We will not make any payment for any interruption or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any communicable disease or the fear or threat of any communicable disease. However, this exclusion does not apply to What is covered, Public authority 7b in respect of any diseases listed within the definition of notifiable human disease.
How much we will pay	<p>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.</p> <p>If you are accountable to the tax authorities for Value Added Tax, the amount we pay will be exclusive of such tax.</p> <p>The amount we pay for each item will be calculated as follows:</p>
Loss of income	The difference between your actual income during the indemnity period and the income it is estimated you would have earned during that period or, if this is your first trading year, the difference between your income during the indemnity period and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses you pay out of your income during the indemnity period . We will also pay for increased costs of working .
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 , 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 .
Accountant's charges	The amount we will pay for loss of income , or loss of gross profit if applicable, 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	<p>If, at the time of insured damage, insured failure 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 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.</p> <p>We will only apply this calculation if:</p> <ol style="list-style-type: none"> 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 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. <p>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.</p>
Business trends	The amount we pay for loss of income or loss of gross profit will be amended to reflect any special circumstances or business trends affecting your business , 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 insured damage , insured failure or restriction had not occurred.

Your obligations



Property – business interruption

Policy wording

If any damage occurs	We will not make any payment under this section unless you notify us promptly of any damage or event which might prevent or hinder you from carrying on your business .
Property insurance	Where the damage involves property you own or are legally responsible for, we will not make any payment unless you have property insurance in force covering the damage and payment has been made, or liability admitted, under that insurance for the damage .
Accounts records	You must keep a record of all amounts owed to you and keep a copy of the record away from the 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.

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

Special definitions for this section

Computer system	Your own computer network, including any third party software programs.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Hacker	<p>Anyone who specifically and maliciously targets you and gains access to the website via the internet or other external electronic link, solely by circumventing electronically the security systems in place to protect against such access.</p> <p>A hacker does not include:</p> <ol style="list-style-type: none"> any director or partner of yours or any sub-contractor, self-employed freelancer or third party on your premises without permission; anyone who gains access directly through either any computer, computer system or network of yours or the physical possession of any password or other security code.
Website	Any website(s), intranet or extranet where you have full control over the content and which you run for the promotion of your own business .
You / your	Also includes any person who was, is or during the period of insurance becomes your partner or director or officer or senior manager in actual control of your operations

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your business, any party brings a claim against you arising from:</p> <ol style="list-style-type: none"> the content of your email, intranet, extranet or website (including its domain name, metatags and hyperlinks and the marketing and advertising of your business on the website), including alterations or additions made by a hacker, but not connected with any professional business activity for a client, and due to: <ol style="list-style-type: none"> your infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page; any defamatory statement on your website or in your email, including any defamatory statement concerning a client or business competitor of yours; your breach of confidence or infringement of any right to privacy; your negligent transmission of a computer virus, worm, logic bomb or Trojan horse to anyone with whom you do business or who uses your website in the course of their business, your unauthorised collection or misuse of any data concerning any customer or potential customer of yours which is either confidential or subject to statutory restrictions on its use and which you obtained through the internet or extranet or website and hold electronically, a third party's good faith reliance on a hacker's fraudulent use of your encrypted electronic signature, encrypted electronic certificate, email or website where there was a clear intention to cause you loss or obtain a personal gain for the hacker, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>We will also pay defence costs, but we will not pay costs for any part of a claim not covered by this section.</p>
Your losses from vandalism	<p>If, during the period of insurance, a hacker damages, destroys or alters your website or computer system, we will pay the reasonable and necessary costs and expenses you incur with our prior written consent to repair or replace the affected part of the website or computer system to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before it was damaged, destroyed or altered.</p>

If, during the **period of insurance**, a **hacker** threatens to damage **your website** in a way which would be covered by this section, **we** will indemnify **you** against the ransom paid with our prior written consent or, if the demand is for goods or services, their market value at the time of surrender. **We** will only indemnify **you** in this way if **you** can demonstrate to **us** that the ransom has been surrendered under duress and that before agreeing to its payment **you** took all reasonable efforts to determine that the threat was genuine and not a hoax and to ensure that at least one of **your** senior officers agreed to the ransom's payment.

If a claim arises from the cover provided in either of the two immediately preceding paragraphs **we** will also pay any advertising or publicity expenses reasonably and necessarily incurred, and with our prior permission, in contacting any people who attempted to use the **website** while it was damaged, destroyed or altered.

What is not covered

Matters specific to your business

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. any **virus**, worm, logic bomb or Trojan horse written or created by **you**, **your** employee or any self-employed freelancer directly contracted to **you** and under **your** supervision.
 2. any **virus**, worm, logic bomb or Trojan horse which indiscriminately replicates itself and is automatically disseminated on a global or national scale, or to an identifiable class or sector of users, unless specifically passed on to **you** by a **hacker** of **your website** or **computer system**.
 3. the infringement of any patent.
 4. any unauthorised or fraudulent use of any credit, debit, charge or store card.
 5. the use or provision of any games, or any gaming, gambling, lottery or auctioneering facilities or services.
 6. the failure or interruption of the service provided by an internet service provider or any telecommunications or other utility provider.
 7. any pornographic, sexually explicit or obscene material unless arising directly from the activities of a **hacker**.
 8. any defamatory statement concerning any partner, director or employee of **yours** or a self-employed freelancer directly contracted to **you** and under **your** supervision.
 9. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
 10. any data or software unique to your company

Matters insurable elsewhere

11. the death or any bodily or mental injury or disease suffered by anyone.
12. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
13. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
14. **your** supply, manufacture, sale, installation or maintenance of any product.

Deliberate, reckless or dishonest acts

15. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
16. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.

Date recognition.

17. **date recognition**.

War, terrorism and nuclear

18. **war, terrorism or nuclear risks**

Pre-existing problems

- B. **We** will not make any payment for:
1. any claim, potential claim or loss or payment which could be made under this section which **you** knew about, or ought reasonably to have known about, before **we** agreed to insure **you**.

Non-compensatory payments	<ol style="list-style-type: none"> 2. fines and contractual penalties, punitive or exemplary damages. 3. any trading loss or trading liability including those arising from the loss of any client, account or business.
Claims outside the applicable courts	<ol style="list-style-type: none"> 4. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

How much we will pay

The most **we** will pay for the total of all claims, their **defence costs** and **your** own losses is the limit of indemnity shown in the schedule irrespective of the number of claims or losses. However, the most **we** will pay for **your** own losses from vandalism, including any advertising or publicity expenses, is the amount shown in the schedule. This does not increase the limit of indemnity. **You** must pay the relevant **excess** shown in the schedule.

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

Paying out the limit of indemnity

At any stage **we** can pay **you** the limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any claim, **defence costs** or loss.

Your obligations

If a problem arises

We will not make any payment under this section:

1. 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 any matter 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** first awareness of any fraud, threatened fraud or suspicion of fraud involving **your website**, electronic signature or electronic mail.
 - d. any damage, destruction or alteration to **your website** or **computer system**.
 - e. **your** first awareness of any threat to damage **your website**.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment without **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.
3. if **you** do not inform the police of any ransom demand as soon as is practicable.

Computer systems protection and back-ups

We will not make any payment under this section if **you** have failed to:

- a. take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to **your computer system**, network, electronic link or **website**;
- b. make back-up copies of any data, file or program at reasonably frequent intervals;
- c. cancel any user name, password or other security protection after **you** knew or had reasonable grounds to suspect that it had been made available to any unauthorised person.

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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Logging on

To log on, visit <http://hiscox.businessshr.net>. Please note that you must use this website to log-on. If you have any difficulty logging on, please telephone 0845 213 8191.