



## 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.

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### Our promise to you

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

**Steve Langan**  
CEO, Hiscox Insurance Company

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### Complaints procedure

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

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

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

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

<b>General definitions</b>	Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> . The words defined below are used throughout this <b>policy</b> . Any other definitions are shown in the section to which they apply.
<b>Asbestos risks</b>	<ol style="list-style-type: none"><li>a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>b. exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.</li></ol>
<b>Business</b>	<b>Your</b> business or profession as shown in the schedule.
<b>Confiscation</b>	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
<b>Date recognition</b>	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
<b>Employee</b>	Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Republic of Ireland working for <b>you</b> in connection with <b>your business</b> who is: <ol style="list-style-type: none"><li>a. employed by <b>you</b> under a contract of service or apprenticeship;</li><li>b. hired to or borrowed by <b>you</b>;</li><li>c. self-employed and working on a labour-only basis under <b>your</b> control or supervision;</li><li>d. engaged by labour-only sub-contractors;</li><li>e. a labour master or a person supplied by him;</li><li>f. engaged under a work experience or training scheme;</li><li>g. a voluntary helper.</li></ol>
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Nuclear risks</b>	<ol style="list-style-type: none"><li>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li><li>c. all operations carried out on any site or premises on which anything in a. or b. above is located.</li></ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Program</b>	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
<b>Terrorism</b>	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"><li>a. is committed for political, religious, ideological or similar purposes; and</li><li>b. is intended to influence any government or to put the public, or any section of the public, in fear; and</li><li>c.<ol style="list-style-type: none"><li>i. involves violence against one or more persons; or</li><li>ii. involves damage to property; or</li></ol></li></ol>

## 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.

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

### General conditions

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

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

## General terms and conditions

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.

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

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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.

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### 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.

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**Special definitions for this section**

<b>Abuse or molestation</b>	<b>Bodily injury</b> directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Hazardous activities</b>	Any activities that involve any of the following: <ul style="list-style-type: none"><li>a. the use of fireworks, airborne lanterns, sky candles, wish lanterns, fairground rides, bouncy castles or any inflatable play equipment such, slides or rides;</li><li>b. the use of mechanically driven rides that exceed 8 km per hour.</li></ul>
<b>Hazardous premises</b>	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.
<b>Height</b>	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.
<b>Inefficacy</b>	The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.
<b>Personal injury</b>	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

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**What is covered**

Claims against you	If, as a result of <b>your business</b> , any party brings a claim against <b>you</b> for: <ul style="list-style-type: none"><li>a. <b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>;</li><li>b. <b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>;</li></ul> <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation. This includes a claim against any <b>employee</b> of <b>yours</b> when they are acting on <b>your</b> behalf in whatever capacity. <b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.
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Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners or any <b>employee</b> or spouse of such person against legal liability as a result of <b>bodily injury, property damage or personal injury</b> 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> <ul style="list-style-type: none"> <li>a. where indemnity arises out of the ownership or occupation of land or buildings;</li> <li>b. where indemnity is provided by any other insurance.</li> </ul>
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against a customer of <b>your business</b> for whom <b>you</b> are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ul style="list-style-type: none"> <li>a. has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li> <li>b. accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li> <li>c. has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li> <li>d. gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li> </ul>
Cross liabilities	<p>If more than one insured is named in the schedule, <b>we</b> will deal with any claim as though a separate policy had been issued to each of them provided that <b>our</b> 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 <b>you</b> during the <b>period of insurance</b> for any breach of statute or regulation directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> or any <b>employee</b> of <b>yours</b>.</p>
<b>Additional cover</b>	
Court attendance compensation	<p>If any person within the definition of <b>you</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day that their attendance is required by <b>our</b> solicitor.</p>

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<b>What is not covered</b>	A. <b>We</b> will not make any payment for any claim or loss directly or indirectly due to:
Abuse or molestation	1. <b>abuse or molestation.</b>
Asbestos	2. <b>asbestos risks.</b>
Archery	3. archery or the firing of airborne projectiles unless: <ul style="list-style-type: none"> <li>a. <b>you</b> 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: <ul style="list-style-type: none"> <li>i. the weapons being used; and</li> <li>ii. the distance that the projectiles can travel; and</li> <li>iii. the topography of the location of the event; and</li> <li>iv. the proximity of any animals; and</li> </ul> </li> <li>b. novices are supervised at all times; and</li> <li>c. the safety instructions of the officer in charge are implemented immediately and without question; and</li> <li>d. no arrows are retrieved while shooting is still taking place.</li> </ul>
Black powder	4. the use of black powder unless: <ul style="list-style-type: none"> <li>a. <b>you</b> 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</li> <li>b. the black powder is not left unattended; and</li> </ul>

**Public and products liability**  
Policy wording

- 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
- 5.
    - 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**;

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.

**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.
- Cannons
- 6. the use of cannons 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. 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

	<ul style="list-style-type: none"> <li>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</li> <li>h. all flash products are stored in water in sealed plastic bags and locked in a fireproof box when not in use; and</li> <li>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.</li> </ul>
War, terrorism and nuclear	22. <b>war, terrorism or nuclear risks.</b>
Work at height	23. any work undertaken by <b>you at height.</b>
Your products	<p>24. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts.</p> <p>25. a. any <b>products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b>;</p> <p>b. any <b>products</b> installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or <b>products</b>.</p> <p>B. <b>We</b> will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Claims outside the geographical limits	4. any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any country outside the <b>geographical limits</b> .

## How much we will pay

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

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

## Special limits

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

Court attendance  
compensation

**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**.

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## Your obligations

If a problem arises

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

- a. **you** notify **us** promptly of any claim or threatened claim against **you**. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

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

By email to: liability.claims@hiscox.com; 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.

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## Control of defence

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

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

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**Special definitions for this section**

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

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**What is covered**

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

**Additional cover**

Court attendance compensation	If any person within the definition of <b>you</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day, that their attendance is required by <b>our</b> solicitor.
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**What is not covered**

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

- |   |  |
|---|--|
| Deliberate or reckless acts<br>Offshore | 1. Any claim or loss directly or indirectly due to: <ol style="list-style-type: none"><li>a. any act, breach or omission <b>you</b> deliberately or recklessly commit, condone or ignore.</li><li>b. any <b>bodily injury</b> caused to any of <b>your employees</b> while they are offshore. An <b>employee</b> 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.</li></ol> |
| Road traffic legislation                | c. any <b>bodily injury</b> to any <b>employee</b> 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 <b>you</b> are entitled to indemnity from any other source.  |
| Claims outside the applicable courts    | 2. Any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.<br><br>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.   |

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**How much we will pay**

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

**Special limits**

- |                               |  |
|-------------------------------|--|
| Terrorism                     | The most <b>we</b> will pay for claims and their <b>defence costs</b> arising from <b>terrorism</b> is the amount shown in the schedule. If <b>we</b> decide that this limit applies to a claim, it is <b>your</b> responsibility to prove that the claim does not arise from <b>terrorism</b> .                               |
| Criminal proceedings costs    | <b>We</b> will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .   |
| Court attendance compensation | <b>We</b> will pay <b>you</b> the following compensation for each day, or part day: <ol style="list-style-type: none"><li>1. <b>You</b> or <b>your</b> partner or director £250</li><li>2. Any other <b>employee</b> £100</li></ol> The most <b>we</b> will pay for the total of all court attendance compensation is £10,000. |

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**Your obligations**

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

- |                     |   |
|---------------------|---|
| If a problem arises | <ol style="list-style-type: none"><li>a. <b>you</b> notify <b>us</b> within 7 days of anything which may give rise to a claim under this section. At <b>our</b> request, <b>you</b> must confirm the facts in writing within 30 days with as much information as is available.<br/><br/><b>You</b> should make this notification directly to <b>us</b> (and <b>your</b> insurance adviser, if <b>you</b> have one) as follows, ensuring <b>you</b> quote <b>your policy</b> number:<br/>By email to: liability.claims@hiscox.com ; or<br/>By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.</li><li>b. <b>you</b> notify <b>us</b> as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.</li></ol> <p>2. When dealing with <b>your employee</b> or a third-party, <b>you</b> must not admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement. If <b>you</b> do, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.</p> |
|---------------------|---|

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**Control of defence**

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

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**Compulsory insurance clause**

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

**Special definitions  
for all property  
sections**

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

## 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.

<b>Flood</b>	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by <b>storm</b> or not.
<b>Identity fraud</b>	Someone, or a group of people, knowingly using a means of identification belonging to <b>you</b> without <b>your</b> knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
<b>Location</b>	Any location within the <b>geographical limits</b> where <b>you</b> are licensed or have a contract to carry out a performance.
<b>Property</b>	Tangible property.
<b>Reconstitution of data</b>	Reconstitution of the data <b>you</b> need to continue <b>your business</b> , if <b>your</b> electronic <b>business</b> records and electronic data have been lost or distorted.
<b>Software</b>	Programmes which run <b>your computers</b> , including both <b>your</b> own operating programmes and application programmes used in the course of <b>your business</b> .
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
<b>Storm</b>	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
<b>Subsidence</b>	Subsidence, landslip or heave.
<b>Unattended vehicle</b>	Any vehicle which is out of sight of <b>you</b> or any person authorised by <b>you</b> other than a vehicle which is parked in a secure gated compound or a securely locked garage of <b>standard construction</b> .

## 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

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

#### What is covered

<b>What is covered</b>	<p><b>We</b> will insure <b>you</b> against <b>damage</b> occurring during the <b>period of insurance</b> to <b>technical and portable equipment</b> while:</p> <ol style="list-style-type: none"> <li>a. contained in <b>your business premises</b> or in the home of any partner, director or employee of <b>yours</b> provided the home is in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland;</li> <li>b. hired out by <b>you</b> under a standard hire contract within the <b>geographical limits</b>;</li> <li>c. being used by <b>you</b> on <b>location</b>, or while in transit between <b>your business premises</b> and any <b>location</b> including loading and unloading.</li> </ol> <p><b>We</b> will also pay for the following where stated on the schedule:</p>
Alternative hire costs	<ol style="list-style-type: none"> <li>1. The necessary and reasonable additional costs and expenses <b>you</b> incur in hiring alternative equipment to fulfill the commitments of <b>your business</b> following <b>damage to technical and portable equipment</b> insured under this section. <b>We</b> will only pay for hire costs for the period beginning at the date of the <b>damage</b> until the <b>technical and portable equipment</b> is repaired or replaced but for no longer than six months.</li> </ol>
Fraudulent hire	<ol style="list-style-type: none"> <li>2. Theft by deception of <b>technical and portable equipment</b> that <b>you</b> have hired out under a standard hire contract, but <b>we</b> will not make any payment unless <b>you</b> have:             <ol style="list-style-type: none"> <li>a. obtained and verified at least two trade references for each hirer; and</li> <li>b. 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</li> <li>c. retained a copy of the credit card details of the hirer; and</li> <li>d. 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.</li> </ol> </li> </ol>
Continuing hire charges	<ol style="list-style-type: none"> <li>3. Loss of hiring charges for which <b>you</b> are legally responsible under a standard hire contract arising directly from <b>damage to technical and portable equipment</b> insured under this section but for no longer than 13 weeks from the date it was due to be returned to the hirer</li> </ol>

## Property – technical and portable equipment

### Policy wording

- |                                   |   |
|-----------------------------------|---|
| Reconstitution of electronic data | 4. The reasonable cost of <b>reconstitution of data</b> as a direct result of <b>damage</b> covered under this section.   |
| Re-shoot or re-compilation costs  | 5. Necessary and reasonable additional costs and expenses <b>you</b> incur in completing a production over and above the production cost which but for <b>damage</b> occurring during the <b>period of insurance</b> to any film, negatives or artwork would have been incurred in completing the production.<br>However <b>we</b> will not pay for: <ol style="list-style-type: none"> <li>a. any claim or loss arising from errors of judgment in exposure, lighting or sound recording or from the use of incorrect type of camera lens, raw film or tape stock;</li> <li>b. any claim or loss arising from the erasure of sound or video tapes due to magnetic or electrical fields unless beyond <b>your</b> control;</li> <li>c. any claim or loss arising from delay, confiscation or detention by customs or government officials;</li> <li>d. any claim or loss arising from abandonment of the production or of any <b>technical and portable equipment</b>;</li> <li>e. any claim or loss arising from <b>failure</b> of <b>computers</b> or <b>technical and portable equipment</b>;</li> <li>f. any fines, penalties or contractual damages due to abandonment or delay in delivery of the production or photographic shoot;</li> <li>g. <b>damage</b> to cut outs, unused footage or library stock which do not form part of the final completed production or photographic shoot.</li> </ol> |

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### What is not covered

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

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **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. **date 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

#### Under insurance

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.

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## Your obligations

#### If any damage occurs

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

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

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**Special definitions for this section**

<b>Contents</b>	<p>The contents of <b>your business premises</b> used in connection with the <b>business</b> which belong to <b>you</b> or for which <b>you</b> are legally responsible, including:</p> <ol style="list-style-type: none"><li><b>computers</b>;</li><li>goods held in trust, stock and samples;</li><li>works of art or precious metals;</li><li>tenants improvements, decorations, fixtures and fittings and general contents including, if attached to the building, external signs, aerials and satellite dishes;</li><li>pipes, ducting, cables, wires and associated control equipment within the <b>business premises</b> and extending to the public mains.</li></ol> <p><b>Money</b> and <b>personal effects</b> are not included within this definition.</p>
<b>Money</b>	<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 <b>you</b>.</p>
<b>Personal effects</b>	<p>Articles worn, used or carried about the person, excluding cash, bank and currency notes and jewellery.</p>
<b>Rent payable</b>	<p>Rent for the <b>business premises</b> that <b>you</b> must legally pay whilst the <b>business premises</b> or any part of it is unusable as a result of <b>damage</b> insured by this section.</p>

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**What is covered**

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

- 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**:
- 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.

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**What is not covered**

We will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless 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><b>We</b> will pay up to the <b>amount insured</b> shown in the schedule unless limited below or in the schedule.</p> <p>At <b>our</b> option <b>we</b> will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"> <li>1. for <b>contents</b>, other than stock and samples or <b>personal effects</b>, the cost of repair or replacement as new;</li> <li>2. 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 <b>you</b>;</li> <li>3. for second hand stock, other than goods held in trust, the cost of repair or replacement at the trade market value;</li> <li>4. for goods held in trust, the lesser of:             <ol style="list-style-type: none"> <li>i. <b>your</b> liability in respect of the goods held in trust; or</li> <li>ii. the cost of repair or replacement at the trade market value of such goods .</li> </ol> </li> <li>5. for <b>personal effects</b>, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss .</li> </ol>
Debris removal	<p><b>We</b> will pay the necessary and reasonable costs and expenses <b>you</b> incur to remove debris of <b>contents</b> from the premises or the area immediately adjacent, following <b>damage</b> insured by this section.</p>
Under insurance	<p>If, at the time of <b>damage</b>, <b>we</b> establish that the <b>amount insured</b> does not represent the total value of the <b>contents</b>, <b>we</b> will reduce the amount <b>we</b> pay in the proportion that the premium <b>you</b> have paid bears to the premium <b>we</b> would have charged <b>you</b> if <b>you</b> had declared the total value of the <b>contents</b>.</p> <p><b>We</b> will only apply this calculation if:</p> <ol style="list-style-type: none"> <li>1. <b>we</b> find that the <b>amount insured</b> is less than 85% of the <b>contents</b>; and</li> <li>2. <b>we</b> establish that <b>your</b> failure to declare the total value of the <b>contents</b> was not deliberate or reckless and was a breach of <b>your</b> obligation to:             <ol style="list-style-type: none"> <li>a. make a fair presentation of the risk to <b>us</b> before the start of the <b>period of insurance</b>; or</li> <li>b. notify <b>us</b> of a change of circumstances in relation to the total value of the <b>contents</b>, which may materially affect the <b>policy</b>; or</li> <li>c. make a fair presentation of the risk to <b>us</b> when notifying <b>us</b> of a change of circumstances in relation to the total value of the <b>contents</b> which may materially affect the <b>policy</b>.</li> </ol> </li> </ol> <p>This remedy may apply in addition to General conditions 2.b.ii. and 4.b.ii.</p> <p>If <b>your</b> failure to declare the total value of the <b>contents</b> was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.</p>
Personal assault following robbery or attempted robbery	<p><b>We</b> will not pay compensation under more than one heading in the schedule for the same injury.</p>
Pairs and sets	<p>If any <b>contents</b> which have an increased value because they form part of a pair or set are <b>damaged</b> any payment <b>we</b> make will take account of the increased value.</p>
Other interests	<p>Any payment <b>we</b> make will take into account the interest of any party having an insurable interest in the <b>contents</b> insured, provided <b>you</b> have advised <b>us</b> of the nature and extent of the interest together with the name and address of that interested party.</p>

### Your obligations

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

## 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**.

**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.



## Property – buildings

Policy wording

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### Special conditions

Workmen

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

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

### Special definitions for this section

<b>Derangement</b>	Electrical or mechanical malfunction of <b>computers</b> arising from a cause internal to the <b>computer</b> unaccompanied by visible damage to or breaking out of any parts of the <b>computer</b> .
<b>Hazardous substance</b>	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. <b>We</b> will insure <b>you</b> against <b>failure</b> occurring during the <b>period of insurance</b> to: <ol style="list-style-type: none"> <li><b>equipment</b> at the <b>business premises</b> or on <b>location</b>; and</li> <li><b>computers</b> at the <b>business premises</b>; and</li> <li><b>computers</b> temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.</li> </ol>
Hazardous substances	2. <b>We</b> will pay for the additional cost to repair, replace, clean-up or dispose of <b>equipment</b> or <b>computers</b> solely due to contamination by a <b>hazardous substance</b> following a <b>failure</b> occurring during the <b>period of insurance</b> .
Reconstitution of electronic data	3. The reasonable costs for <b>reconstitution of data</b> as a direct result of: <ol style="list-style-type: none"> <li><b>failure</b> covered under this section; or</li> <li><b>derangement</b> occurring during the <b>period of insurance</b>.</li> </ol>
Expediting expenses	4. <b>We</b> will pay for the reasonable costs to make temporary repairs and expedite permanent repairs to or permanent replacement of <b>equipment</b> or <b>computers</b> following <b>failure</b> occurring during the <b>period of insurance</b> .
Building repair and reconstruction requirements	5. If <b>failure</b> of insured <b>equipment</b> , <b>computers</b> or oil or water storage tanks covered by this section causes <b>damage</b> to a <b>building</b> covered by this <b>policy</b> , and the loss is increased by enforcement of any regulation or legal requirement that: <ol style="list-style-type: none"> <li>regulates the construction or repair of buildings; or</li> <li>establishes land use requirements,</li> </ol> then <b>we</b> will pay for the necessary and reasonable additional costs incurred by <b>you</b> to: <ol style="list-style-type: none"> <li>demolish and clear the site of undamaged parts; and</li> <li>repair or rebuild the building.</li> </ol> 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. <b>We</b> will pay for: <ol style="list-style-type: none"> <li><b>failure</b> occurring during the <b>period of insurance</b> to oil and water storage tanks, including connected pipework, which belong to <b>you</b> or for which <b>you</b> are legally responsible at the <b>business premises</b>; and</li> <li>the reasonable costs to:           <ol style="list-style-type: none"> <li>replace the contents of oil storage tanks at the premises; and</li> <li>clean and decontaminate <b>property</b> at the premises;</li> </ol>           following <b>damage</b> 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 <b>damage</b>.         </li> </ol>

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**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**.

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### How much we will pay

	<p><b>We</b> will pay up to the <b>amount insured</b> 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 <b>we</b> will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"><li>1. for <b>equipment, computers</b>, oil or water storage tanks or other insured items owned by <b>you</b>, the cost of repair or replacement as new.</li><li>2. for <b>equipment, computers</b>, oil or water storage tanks or other insured items for which <b>you</b> are legally responsible, the lesser of:<ol style="list-style-type: none"><li>a. <b>your</b> liability in respect of the <b>equipment or computers</b> or items; or</li><li>b. the cost of repair or replacement.</li></ol></li></ol>
Debris removal	<p><b>We</b> will pay the necessary and reasonable costs and expenses <b>you</b> incur to remove debris of <b>equipment, computers</b>, oil or water storage tanks or other insured items from the <b>business premises</b> or the area immediately adjacent, following <b>damage</b> insured by this section.</p>
Other interests	<p>Any payment <b>we</b> make will take into account the interest of any party having an insurable interest in the <b>property</b> insured, provided <b>you</b> have advised <b>us</b> of the nature and extent of the interest together with the name and address of that interested party.</p>

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### Your obligations

If any damage occurs	<p><b>We</b> will not make any payment under this section unless <b>you</b>:</p> <ol style="list-style-type: none"><li>1. notify <b>us</b> promptly of any <b>failure</b> which might be covered; and</li><li>2. arrange for urgent repairs to be done immediately. Before any other repair work begins <b>we</b> have the right to inspect the damaged <b>property</b>. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.</li></ol>
Backing up electronic data	<p><b>You</b> must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the <b>business premises</b>. If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.</p>
Precautions	<p><b>You</b> must take reasonable steps to:</p> <ol style="list-style-type: none"><li>1. comply with any statute or order applicable to the insured <b>equipment, computers</b> or oil or water storage tanks; and</li><li>2. ensure that insured <b>equipment, computers</b> and oil or water storage tanks are properly maintained and used in accordance with the manufacturer's recommendations.</li></ol> <p><b>We</b> will not make any payment under this section in respect of any incident occurring whilst <b>you</b> are not in compliance with these conditions, unless <b>you</b> can demonstrate that such non-compliance could not have increased the 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

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



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

<b>What is not covered</b>	<ol style="list-style-type: none"> <li><b>We</b> will not make any payment for any interruption to <b>your business</b> directly or indirectly caused by, resulting from or in connection with <b>terrorism</b>.</li> <li><b>We</b> will not make any payment under this section if <b>your business</b> is discontinued permanently or if a liquidator or receiver is appointed.</li> <li><b>We</b> 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 <b>communicable disease</b> or the fear or threat of any <b>communicable disease</b>. However, this exclusion does not apply to <b>What is covered</b>, Public authority 7b in respect of any diseases listed within the definition of <b>notifiable human disease</b>.</li> </ol>
<b>How much we will pay</b>	<p><b>We</b> will pay up to the <b>amount insured</b> unless limited below or shown in the schedule. <b>We</b> will pay for no longer than the period shown in the schedule against each item insured.</p> <p>If <b>you</b> are accountable to the tax authorities for Value Added Tax, the amount <b>we</b> pay will be exclusive of such tax.</p> <p>The amount <b>we</b> pay for each item will be calculated as follows:</p>
Loss of income	<p>The difference between <b>your</b> actual <b>income</b> during the <b>indemnity period</b> and the <b>income</b> it is estimated <b>you</b> would have earned during that period or, if this is <b>your</b> first trading year, the difference between <b>your income</b> during the <b>indemnity period</b> and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses <b>you</b> pay out of <b>your income</b> during the <b>indemnity period</b>. <b>We</b> will also pay for <b>increased costs of working</b>.</p>
Loss of gross profit	<p>The sum produced by applying the <b>rate of gross profit</b> to any reduction in <b>income</b> during the <b>indemnity period</b> plus <b>increased costs of working</b>, less any business expenses or charges which cease or are reduced.</p>
Outstanding debts	<p>Any of <b>your</b> outstanding debts which <b>you</b> are unable to recover following loss of <b>your</b> accounting records as a direct result of <b>insured damage</b> or <b>insured failure</b>.</p>
Accountant's charges	<p>The amount <b>we</b> will pay for loss of <b>income</b>, or loss of <b>gross profit</b> if applicable, includes the reasonable charges <b>you</b> pay to <b>your</b> professional accountant for producing information <b>we</b> require in support of a request for settlement under this section.</p>
Under insurance	<p>If, at the time of <b>insured damage</b>, <b>insured failure</b> or restriction, <b>we</b> establish that the <b>annualised amount insured</b> declared to <b>us</b> does not represent <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> during the 12 months immediately preceding the date of the <b>insured damage</b>, <b>insured failure</b> or restriction, <b>we</b> will reduce the amount <b>we</b> pay in the proportion that the premium <b>you</b> have paid bears to the premium <b>we</b> would have charged <b>you</b> if <b>you</b> had declared <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b>.</p> <p><b>We</b> will only apply this calculation if:</p> <ol style="list-style-type: none"> <li><b>we</b> establish that the <b>annualised amount insured</b> is less than 85% of <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> during the 12 months immediately preceding the start of the <b>period of insurance</b>; and</li> <li><b>we</b> establish that <b>your</b> failure to declare <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> was not deliberate or reckless and was a breach of <b>your</b> obligation to make a fair presentation of the risk to <b>us</b> before the start of the <b>period of insurance</b>.</li> </ol> <p>This remedy may apply in addition to General condition 2.b.ii. If <b>your</b> failure to declare <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> was deliberate or reckless, the remedy under General condition 2.a. will apply.</p>
Business trends	<p>The amount <b>we</b> pay for loss of <b>income</b> or loss of <b>gross profit</b> will be amended to reflect any special circumstances or business trends affecting <b>your business</b>, either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the <b>insured damage</b>, <b>insured failure</b> or restriction had not occurred.</p>

## Your obligations



## Property – business interruption

Policy wording

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

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

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**Special definitions for this section**

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

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**What is covered**

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

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"> <li>2. fines and contractual penalties, punitive or exemplary damages.</li> <li>3. any trading loss or trading liability including those arising from the loss of any client, account or business.</li> </ol>
Claims outside the applicable courts	<ol style="list-style-type: none"> <li>4. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</li> </ol> <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.

## Thank you for signing up with BusinessHR

Currently, BusinessHR had in excess of 65,000 registered clients that used BusinessHR reference tools, trusting in its quality service to inform them of the latest in HR and health and safety.

Like them, you can now enjoy support on HR and health and safety issues through BusinessHR's website. BusinessHR provide a range of support services at an additional cost.

To access the website, please register online at <http://hiscox.businessshr.net> using the last seven digits of your policy number and postcode to gain access to the website.

## A risk management service at your fingertips

Included as standard through an easy to navigate website:

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

Available at an additional charge:

- advice helpline – when you register, you are entitled to one **free** call to the advice service of up to 30 minutes duration – just call 0870 626 0452. There is no further registration required for this.

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

You are able to purchase additional time for just £95 plus VAT per hour, saving on solicitor's bills and reducing the risk of legal claims. All purchased unused time is saved for your next call and all advice given is confirmed by email.

- HR consultant services - BusinessHR's on site consultancy services cover all aspects of HR management such as grievances, disciplinaries, recruitment, redundancy programmes, training and development, job evaluation exercises or assistance with performance management issues, all of which are available to you at an attractive rate. To find out more please contact BusinessHR on 0845 355 0877.

Also available from BusinessHR are comprehensive compliance reviews which can, if required, incorporate convenient online updating of all your HR documentation as the fine detail of the law changes. To find out more just contact Business HR on 0845 355 0877.

## 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.