



Hiscox Insurance
Your policy wording



Hiscox Insurance

Policy wording

Guide to sections

Introduction

Policy wordings

General terms and conditions

Property definitions

Property – Property away and in transit

Property – Money

Crisis containment

Hiscox Insurance

Policy wording

Introduction

Thank you for choosing Hiscox. We hope that the language and layout of this policy wording are clear because we want you to understand the insurance we provide as well as the responsibilities we have to each other. Where some words are shown in bold, these are defined in each section of the wording. Please read this document, including the policy schedule, policy summary and statement of fact, and let us know as soon as possible if any of the details are shown incorrectly.

We always try to deliver to the highest standards of service. Your views are important to us, so if you feel that our service is below the standard you would expect, please contact your broker who can work with Hiscox to resolve this.

Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

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

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

Our promise to you

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



Ben Horton

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

Complaints procedure

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

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

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

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

Address:
Financial Ombudsman Service
Exchange Tower

London E14 9SR

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

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

Website: www.financial-ombudsman.org.uk

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

General terms and conditions

General definitions	We use some words throughout this policy with the same meaning wherever they appear. These are shown in bold type and we explain what they mean below. Any other definitions when used in particular sections of the policy are shown in bold and have the same meaning whenever they appear in that section. We explain what they mean in the 'Special definitions' section of that part of the policy.
Artificial intelligence	Any machine learning, logical, statistical or other algorithm in computer or digital technology that can: 1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or 2. adapt or vary its operation proactively, or in response to inputs.
Asbestos risks	1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or 2. exposure to asbestos, asbestos fibres or materials containing asbestos; or 3. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Business	Your business or profession as shown in your schedule.
Civil commotion	Where 12 or more persons are present together, whether in a public or private place, with a common purpose (which may be inferred from conduct): 1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or 2. which causes a person of reasonable firmness, had such person been present at the scene, to fear for their safety. For the purposes of this definition, no person of reasonable firmness need actually be, or be likely to be, present at the scene.
Communicable disease	Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.
Computer or digital technology	Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
Computer or digital technology error	Any negligent act, error or omission by anyone in the: 1. creation, handling, entry, modification or maintenance of; or 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, any computer or digital technology.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Cyber attack	Any digital attack or interference, whether by a hacker or otherwise, attempting or resulting in: 1. access to; 2. extraction of information from; 3. disruption of access to or the operation of; or 4. damage to: any data or computer or digital technology, including but not limited to any: a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or b. denial of service attack or distributed denial of service attack.

Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in your schedule.
Hacker	Any artificial intelligence , entity or person, including any employee of yours , who gains or attempts to gain unauthorised access to or use of any: 1. computer or digital technology; or 2. data held electronically by you or on your behalf.
Nuclear risks	1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; 2. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above; 3. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in your schedule.
Personal data	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
Policy	This insurance document and your schedule, including any endorsements .
Program(s)	Code or instructions which tell computer or digital technology how to process data or interact with ancillary equipment, systems or devices.
Social engineering communication	Any request directed to you or someone on your behalf by any artificial intelligence , entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.
Solar weather	Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: 1. is committed for political, religious, ideological, racial or similar purposes; and 2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and a. involves violence against one or more persons; or b. involves damage to property; or c. endangers life other than that of the person committing the action; or d. creates a risk to health or safety of the public or a section of the public; or e. is designed to interfere with or to disrupt an electronic system.
War	War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in your schedule.
You/your	The insured named in the schedule.
General conditions	The following conditions apply to the whole of this policy . Any other conditions are shown in the section to which they apply.
Presentation of the risk	1. In agreeing to insure you and in setting the terms and premium, we have relied on the information you have given us. You must provide a fair presentation of the risk and must take care when answering any questions we ask by ensuring that all information provided is true, accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which you (including your senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.

If you fail to make a fair presentation	2. a. If we establish that you deliberately or recklessly failed to present the risk to us fairly, we may treat this policy as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us and we will be entitled to retain all premiums paid. b. If we establish that you failed to present the risk to us fairly but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you made a fair presentation of the risk, as follows: i. if we would not have provided this policy, we may treat it as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us. We will refund any premiums you have paid; or ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the period of insurance. This may result in us making no payment for a particular claim or loss. You must reimburse any payment made by us that we would not have paid if such terms had been in effect.
Change of circumstances	3. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy (a material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). We may then change the terms and conditions of this policy or cancel it in accordance with the cancellation condition.
If you fail to notify us of a change of circumstances	4. a. If we establish that you deliberately or recklessly failed to: i. notify us of a change of circumstances which may materially affect the policy; or ii. comply with the obligation in 1. above to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances; we may treat this policy as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. You must reimburse all payments already made by us relating to claims made or losses occurring after such date. We will be entitled to retain all premiums paid. b. If we establish that you failed to notify us of a change of circumstances or to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances, but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you fairly presented the change of circumstances to us, as follows: i. if we would have cancelled this policy, we may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. You must reimburse any payments already made by us relating to claims made or losses occurring after such date. We will refund any premiums you have paid in respect of any period after the date when cancellation would have been effective; or ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the date when your circumstances changed. This may result in us making no payment for a particular claim or loss.
Reasonable precautions	5. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair. We will not make any payment under this policy in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.
Premium payment	6. We will not make any payment under this policy until you have paid the premium.
Cancellation	7. You or we can cancel the policy by giving 30 days' written notice. We will give you a pro-rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium: a. under £20; or b. if we have accepted any notification of any claim, potential claim or loss before the cancellation takes effect.

If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium instalments

have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

Multiple insureds	8. The most we will pay is the relevant amount shown in your schedule. If more than one insured is named in your schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you. You agree that the insured named in your schedule, or if there is more than one insured named in your schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.
Aggregate limit	9. Where a section of this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under that section of your policy during the period of insurance.
Rights of third parties	10. You and we are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.
Cover under multiple sections	12. Where you, including anyone within the meaning of 'you' or 'insured person' in any section of the policy, are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy, being the section that provides the most advantageous cover to you or the party entitled to cover.
Governing law	13. Unless some other law is agreed in writing, this policy will be governed by the laws of England.
Arbitration	14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.
Non-admitted	15. This policy is negotiated and made in the United Kingdom between you and us. We are authorised to conduct insurance business in the United Kingdom and in certain other jurisdictions. You acknowledge that no solicitation for the policy has been made by us outside of the United Kingdom, that unless otherwise agreed in writing the policy is subject to English Law and jurisdiction and that claims are payable in the United Kingdom. You acknowledge that any applicable local taxes outside of the United Kingdom, Channel Islands, Isle of Man, Gibraltar, the European Economic Area, or other jurisdiction in which we have informed you that we are authorised to conduct insurance business, will be paid by you directly to the appropriate authority.
Several liability	16. This clause applies if more than one insurer and/or a Lloyd's syndicate is party to this policy. The liability of an insurer or syndicate under this policy is several and not joint with any other insurers or syndicates party to this policy. An insurer is liable only for the proportion of liability it has underwritten. We will provide you, on request, with details of the insurers/syndicates who are party to this policy and the proportions of liability they have underwritten.
Sanctions	17. We shall not be deemed to provide cover and shall not be liable to pay any claim or loss or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or loss or provision of such benefit would expose us, or would in our reasonable view give rise to any appreciable risk of exposing us, to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or of any other relevant jurisdiction.

General claims conditions	The following claims conditions apply to the whole of this policy . You must also comply with the conditions shown in each section of the policy under the heading Your obligations .
Your obligations	1. We will not make any payment under this policy unless you:

- a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy** in accordance with the terms of each section; and
- b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.

2. **You** must:

- a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
- b. give us all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your** name but at **our** expense.

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

Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:

- a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
- b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
- c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
- d. **we** shall be entitled to retain all premiums paid.

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

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

General exclusions

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

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

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

Property definitions

Special definitions for all property sections

Activities	Your activities declared to us and accepted by us , or the business activities stated in your schedule.
Amount insured	The most we will pay as stated in your schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Breakdown	Damage caused by: 1. electrical or mechanical failure or malfunction arising from internal causes; 2. explosion, collapse or distortion due to internal steam or other internal fluid pressure; 3. electrical power surge; 4. operator error; or 5. fracturing by frost.
Buildings	The buildings, which belong to you or for which you are legally responsible, at the premises stated in your schedule, including: 1. outbuildings and annexes; 2. fixtures and fittings, fixed fuel tanks; 3. solar panels and other renewable energy generating equipment; 4. walls, gates, fences, car parks, yards, private roads, pavements and paths; and 5. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.
Computers	Computers, handheld devices and ancillary equipment, which belong to you or for which you are legally responsible, including software and data carrying media but excluding data or information entered by you or on your behalf.
Contents	The contents of the insured premises used in connection with your activities , which belong to you or for which you are legally responsible, including: 1. computers; 2. stock; 3. prototypes; 4. art and collections; 5. fixtures and fittings, tenant's improvements, decorations and general contents including, if attached to the building, external signs, aerials and satellite dishes; 6. pipes, ducting, cables, wires and associated control equipment within the insured premises and extending to the public mains; and 7. equipment, machinery and plant; which are not otherwise excluded by your policy .
Contract location	Any location within the geographical limits where you have a contract to carry out your activities .
Damage	Accidental physical loss or accidental physical damage including where caused by storm , flood , escape of water, fire, theft or attempted theft, unless otherwise excluded by your policy .
Declared amount	Any amount stated in the Property sections of your schedule which you have declared as: 1. your estimated income or gross profit or fees for the next 12 months; 2. the total replacement value of your contents; or 3. the total costs of reinstating your buildings.
Equipment	Items belonging to you or for which you are legally responsible and which are hydraulic, mechanical, or electronic in their method of operation. Computers are not included in this definition.

First loss limit	Any amount insured stated in the relevant section of your schedule as a first loss limit, where, with our consent, you have selected a limit that is less than the declared amount .
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Handheld devices	Handheld electronic devices used in connection with your activities which belong to you or for which you are legally responsible, including: 1. phones and smartphones which make or receive telephone calls through a cellular network and their accessories; 2. laptops, tablets, PDAs and wearable technology; and 3. cameras and photographic equipment.
Insured premises	The space you occupy at the premises stated in your schedule. This includes any outbuildings and annexes you occupy on the same premises.
Money	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to you .
Personal effects	Articles worn, used or carried about the person which belong to your partners, directors, trustees, committee members, employees, volunteers or visitors for which such persons are legally responsible.
Property	Tangible property.
Prototype	A sample or model built to test a concept or process.
Reconstitution of data	Reconstitution of the data you need to continue your activities , if your electronic records and electronic data have been lost or distorted.
Software	Programs which run your computers , including both your own operating programs and application programs used in the course of your activities .
Specified insured premises	Any insured premises within the United Kingdom .
Specified or unspecified premises	Any specified insured premises or unspecified insured premises .
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal or any other non-combustible material.
Stock	Consumable goods, merchandise goods, samples, partially finished goods awaiting completion and goods held in trust, including customers' goods for which you are legally responsible.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	1. The downward movement of the ground beneath the insured premises; 2. landslip, which is the sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time; or 3. heave, which is the upward movement of the ground beneath the insured premises as a result of the expansion or swelling of the subsoil. The following are not included within this definition: a. settlement or bedding down of new structures; or b. settlement or movement of made-up ground.
Unattended vehicle	Any vehicle which is not under the personal supervision of you nor any person authorised by you .
Unoccupied	When the buildings , including any part capable of being separately let, are: 1. without any occupant; or 2. not in normal use by you or any tenant of yours, for more than 30 consecutive days.

United Kingdom

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

Unspecified insured premises

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

Property – away and in transit

Policy wording

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

Special definitions for this section

Contract sites	Any location within the United Kingdom where you have a contract to carry out your activities .
Employee's home	The home of any partner, director, trustee, committee member, employee or volunteer of yours within the United Kingdom .
Event locations	Any location within the United Kingdom where you are attending a promotional event or exhibition in connection with your activities .
Insured property	The property used in connection with your activities which belong to you or for which you are legally responsible, including: 1. computers; 2. equipment; 3. stock; 4. research and development property, including prototypes; 5. tools, plant and machinery; 6. event and exhibition equipment; 7. hired-in equipment; 8. documents; and 9. accessories associated with any of the above.
In transit	1. In transit by road, rail, water, air or by person; 2. being loaded or unloaded in the course of transit by road, rail, water, air or by person; or 3. temporarily housed overnight away from any specified or unspecified premises in the course of transit; within the United Kingdom or any other territory in which cover is provided for insured property, as stated in your schedule.
Standard hire contract	Any contract for the hire of your property which requires the hirer to indemnify you for damage to such property (other than fair wear and tear), while it is hired out, including while in transit or left on site by the hirer.

What is covered

Damage to insured property used by you	We will insure you against damage occurring during the period of insurance to insured property at any location stated in your schedule. This includes damage occurring during the period of insurance to insured property while in transit but not damage to insured property while hired out.
Damage to insured property while hired out	If stated in your schedule, we will also insure you against damage occurring during the period of insurance to insured property while hired out.
Additional cover	The following cover is also provided up to the amount stated in your schedule:
Reconstitution of data and documents	1. We will pay the necessary and reasonable costs of: a. reconstitution of data; and b. replacing or reconstituting your documents which are not held electronically and which you need to continue your activities, if such documents have been lost or destroyed, as a direct result of damage covered under this section.

Alternative hire costs	2. We will pay the reasonable hire costs incurred by you for the necessary hire of a substitute item of similar type and capacity as a direct result of damage covered under this section, for the period beginning at the date of the damage until the insured property is repaired or replaced but for no longer than six months.
Continuing hire charges	3. We will pay the costs of continuing hire charges for insured property hired in by you while such insured property is being repaired or until permanently replaced, but for no longer than six months, as a direct result of damage covered under this section, provided: you are legally liable for such costs under a written contract; and we have made payment or admitted liability for such damage.
Loss of hire fees	4. We will insure you for loss of fees you would have received for hiring out your insured property under a standard hire contract but for damage covered under this section, for the period beginning at the date of the damage until the insured property is repaired or replaced, but for no longer than six months.
Loss prevention costs	5. We will pay the necessary and reasonable costs that you incur to protect the insured property from imminent or further damage occurring during the period of insurance , such as flood prevention barriers, emergency boarding following damage to doors, windows and other similar entry points and moving property to a higher floor or to an alternative location, provided that: - such costs are incurred with our prior written agreement; or - if a. above is not reasonably practical, you notify us of such costs as soon as possible.
Removal of debris	6. We will pay the necessary and reasonable costs and expenses you incur clearing the debris of insured property or the area immediately adjacent following damage covered under this section.

What is not covered

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

We will not make any payment for:

- damage** to:
 - buildings, land or water;
 - any mechanically propelled vehicle which requires insurance under the Road Traffic Act 1988 or any equivalent act in any other territory, and any successor legislation;
 - any aircraft or other aerial device, drone, hovercraft, motorised scooter or watercraft, other than hand propelled or sailing craft less than 20 feet in length. However, **we** will not make any payment for **damage** to any watercraft while in use;
 - money** or any electronic, online or crypto currency, including bitcoin, even where such currency exists in physical form;
 - personal effects**; or
 - any item attached to any of the above.
- damage** caused by:
 - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - dryness, humidity or being exposed to light or extreme temperatures, unless the **damage** is a result of **storm** or fire;
 - pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - theft of any **insured property** while away from any **specified or unspecified insured premises** unless the item is:
 - under the personal supervision of **you** or anyone authorised by **you**;
 - stored in a securely locked room or building;
 - in transit**; or
 - hired out by **you** unless **you** have purchased cover under **What is covered**, Damage to insured property while hired out and **you** have complied with the conditions in **What is not covered** 2, g(i) – (iv);
 - theft from an **unattended vehicle** unless the item is:

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

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack**, **hacker** or **computer or digital technology error**.
- 9. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- 10. the value to **you** of any lost or distorted records or data.
- 11. unexplained loss or disappearance, inventory shortage or loss due to any clerical or accounting error.
- 12. financial loss due to **you** not receiving payment in full if you part with any title, possession of or rights to **property**. This exclusion does not apply to theft by deception of any item that **you** have hired out, where **you** have purchased cover under **What is covered**, Damaged to insured property while hired out and complied with the conditions in **What is not covered 2, g(i) – (iv)**.
- 13. any indirect losses which result from the incident which caused **you** to claim, other than as provided under **What is covered, Additional cover**.
- 14. a. **damage** caused solely by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from

- any storage tank, appliance or connected pipework located at any of the covered locations stated in this section other than where resulting from **breakdown**; or
- b. any clean-up or decontamination costs or expenses resulting or arising from pollution or contamination.
15. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
- a. **terrorism**;
 - b. **civil commotion** which occurs outside of England, Scotland or Wales;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease**;
 - g. any fear or threat of 15.a. to 15.f. above; or
 - h. any action taken in controlling, preventing, suppressing or in any way responding to 15.a. to 15.g. above.
- If there is any dispute between **you** and **us** over the application of 15.a. or 15.b. above, it will be for **you** to show that the exclusion does not apply.
16. the amount of the **excess**.

Special condition

Right to inspect

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

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

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

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

Storm and flood

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

How much we will pay

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

Repair and replacement

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

1. for **insured property** other than **computers**, **stock**, hired-in equipment and **prototypes**, the cost of repair or replacement as new.
2. for **computers**, the cost of repairs or replacement as new. If **damage** to **computers** results in existing **software** being incompatible with the replacement **computers**, at **our** option **we** will also pay for:
 - a. i. the necessary modifications to the replacement **computers**; or
 - ii. the conversion of the existing **software** into a format which is compatible with the replacement **computers**; and
 - b. the cost of replacing incompatible data-carrying media following 2.a.i. or 2.a.ii. above.
3. for **stock**, the cost of repair or replacement at the cost price to **you**. This clause does not apply to any second-hand merchandise goods, merchandise goods which have been sold but not delivered and goods held in trust.
4. for second-hand merchandise goods, the cost of repair or replacement at the trade market value.
5. for merchandise goods which have been sold but not delivered, the agreed contract price.
6. for hired-in equipment, the lesser of:

- a. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
 - b. the costs of repair of the hired-in equipment; or
 - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
7. for goods held in trust, the lesser of:
- a. **your** liability in respect of the goods held in trust; or
 - b. the cost of repair or replacement at the trade market value of such goods.
8. for **prototypes**, the cost to **you** of the materials necessary to reinstate the **prototype** to the same condition as it was immediately prior to **damage** occurring.

Pairs and sets	If any insured property which has an increased value because it forms part of a pair or set is damaged , any payment we make will take account of the increased value.
Other interests	Any payment we make will take into account the interest of any party having an insurable interest in the insured property , provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.
Value Added Tax	The amount we will pay is exclusive of Value Added Tax unless you cannot recover it from the tax authorities.
Special limits	
Damage outside the EU and UK	Where covered, the most we will pay for damage to insured property occurring outside of the European Union, the United Kingdom and Gibraltar is the amount insured stated in your schedule for damage to insured property anywhere in the world.
Damage outside the UK	Where covered, the most we will pay for damage to insured property occurring outside of the United Kingdom is the combined total of the amounts insured stated in your schedule for damage to insured property : 1. in the European Union; and 2. anywhere in the world.
Damage within the UK	Where covered, the most we will pay for damage to insured property occurring anywhere in the United Kingdom is the combined total of the amounts insured stated in your schedule for damage to insured property : 1. in the United Kingdom; 2. in the European Union; and 3. anywhere in the world.
Specific locations	The most we will pay for damage to insured property at any contract site, event location, employee's home, specified or unspecified premises is the combined total of the amounts insured stated in your schedule for damage to insured property : 1. at each location; and 2. in the United Kingdom, the European Union and anywhere in the world.
Limit per vehicle or craft	The most we will pay for damage to insured property in any one vehicle or craft while in transit is the amount stated in your schedule.
Hired out property	The most we will pay for damage to insured property while hired out by you other than under a standard hire contract is the amount stated in your schedule. This is included within, and not in addition to, the amount insured for hired out insured property stated in your schedule.

Your obligations

If any damage occurs	We will not make any payment under this section unless you : 1. notify us promptly of any damage which might be covered; 2. report to the police, as soon as reasonably possible, any damage arising from any criminal act and obtain a crime reference from them; 3. notify us immediately of any damage due to any unlawful or malicious act by any director, partner, trustee, committee member, employee or volunteer of yours, but no later than ten working days of its discovery by you; and
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4. notify any third-party carrier of the **insured property** of any **damage you** discover within the time limits for notification of damage stipulated in **your** contract of carriage with them.

Backing-up electronic data	You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from each backed up device. If you do not, we may reduce any payment we make by an amount equal to the detriment we have suffered as a result.
Hiring in equipment	When hiring in insured property, you must complete and record an inventory check and inspect all such hired in insured property for damage prior to acceptance and agree a schedule of any damage with the hire company before taking charge of such property. Upon returning any insured property to the hire company, you must only return such property to persons authorised within the hire company to accept the return of equipment. We will not make any payment under this section in respect of any incident occurring while you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.
Protections	You must advise us as soon as you become aware, if for any reason, any fire protection system, security system or other physical protection installed at any specified or unspecified premises is not working properly. We may then vary the terms and conditions of this policy. All systems must be regularly serviced under contract by a reputable company at least annually and a written record of the servicing must be retained by you.
Unoccupancy	You must tell us immediately if the buildings at any specified or unspecified premises, including any part capable of being separately let, will be left unoccupied. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements, we will tell you the timeframes within which you must carry them out. If you do not tell us, we will not make any payment for damage occurring while the buildings are unoccupied.
Building works	If you or anyone on your behalf intends to undertake any demolition, building work or groundwork at or on any specified or unspecified premises and the estimated cost is more than £75,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may change the terms and conditions of this policy or impose additional requirement that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out. If you do not tell us, we will not make any payment for damage indirectly caused by or resulting from the demolition, building work or groundwork, or stoppage of such work, at or on any part of the buildings at or on any specified or unspecified premises. You do not have to tell us if the work is for minor alternations, repairs, decoration, or maintenance only.

Property – money

Policy wording

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

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

What is covered

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

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

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

Additional cover

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

Personal assault following robbery or attempted robbery

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

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

What is not covered

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

We will not make any payment for:

1. **damage** caused by wear and tear, rot, fungus, mould, vermin or infestation, or any gradually operating cause.
2. **damage** to **money** in any **unattended vehicle**.
3. **damage** to **money** sent by or while in the custody of any unregistered mailing service.
4. unexplained loss or disappearance or inventory shortage.
5. loss due to clerical or accounting errors.
6. loss due to any **social engineering communication** or any other act of fraud or dishonesty, other than the physical theft of **money**.
7. loss arising from any electronic, online or crypto currency, including Bitcoin.
8. consequential or indirect losses of any kind.
9. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

- a. **terrorism**;
- b. **civil commotion** which occurs outside of England, Scotland or Wales;
- c. **war**;
- d. **confiscation**;
- e. **nuclear risks**;
- f. **communicable disease**; or
- g. any fear or threat of 9.a. to 9.f. above; or
- h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 9.a. to 9.g. above.

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

10. the amount of the **excess**.

How much we will pay

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

Personal assault following robbery or attempted robbery

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

Value Added Tax

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

Your obligations

If any loss or damage occurs

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

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

Money in transit

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

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

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

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

Crisis containment

Policy wording

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

Special definitions for this section

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

What is covered

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

What is not covered

We will not make any payment for:

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

How much we will pay

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

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

Your obligations

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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