

# Insurance services portfolio

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Entertainment policy wording

**A seamless integrated insurance solution for entertainment or events professionals.**

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

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## **Our promise to you**

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



**Steve Langan**  
CEO, Hiscox Insurance Company

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## **Complaints procedure**

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

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

By telephone on 0800 116 4627 or +44 (0)1904 681 198  
By email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

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

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| <b>General definitions</b> | Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> .<br>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>The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>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, profession as shown in the schedule, including: <ol style="list-style-type: none"><li>the management and provision of canteen, social, sports or welfare organisations for the benefit of <b>your</b> employees;</li><li>the ownership, maintenance, decoration and repair of premises where <b>you</b> carry out <b>your</b> business;</li><li>the management and provision of medical, fire and security services at <b>your</b> premises;</li><li>advertising, publicity, or promotion of or in the course of <b>your</b> business;</li><li>the maintenance and repair of machinery and equipment used in connection with <b>your</b> business;</li><li>private work for any director or partner of <b>you</b> undertaken by <b>your</b> employees with <b>your</b> prior permission;</li><li>the sale or disposal of the assets of <b>your</b> business;</li><li>participation in exhibitions related to <b>your</b> business;</li><li>any other activity declared to <b>us</b> and accepted by <b>us</b>.</li></ol> |
| <b>Confiscation</b>        | Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.   |
| <b>Date recognition</b>    | Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.  |
| <b>Endorsement</b>         | A change to the terms of the <b>policy</b> .   |
| <b>Excess</b>              | The amount <b>you</b> must bear as the first part of each agreed claim or loss.  |
| <b>Geographical limits</b> | The geographical area shown in the schedule.   |
| <b>Nuclear risks</b>       | <ol style="list-style-type: none"><li>Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>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>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>is committed for political, religious, ideological or similar purposes; and</li><li>is intended to influence any government or to put the public, or any section of the public, in fear; and</li></ol>  |

- c.
  - i. involves violence against one or more persons; or
  - ii. involves damage to property; or
  - 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.

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

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## General conditions

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

|   |  |
|---|--|
| Presentation of the risk                              | 1. In agreeing to insure <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. <ul style="list-style-type: none"><li>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.</li><li>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:<ul style="list-style-type: none"><li>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</li><li>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.</li></ul></li></ul> |
| 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. <ul style="list-style-type: none"><li>a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to:<ul style="list-style-type: none"><li>i. notify <b>us</b> of a change of circumstances which may materially affect the <b>policy</b>; or</li><li>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;</li></ul><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.</li></ul>   |

- 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 under £20.
- If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.
- Multiple insureds 8. The most **we** will pay is the relevant amount shown in the schedule.
- If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.
- You** agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.
- Aggregate limit 9. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.
- If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.
- Rights of third parties 10. **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- Other insurance 11. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.
- Cover under multiple sections 12. Where **you**, including anyone within the meaning of 'you' or 'insured person' in any section of the **policy**, are entitled to cover under more than one section of the **policy** in respect of the same claim or loss, or any part of a claim or loss, **we** shall only provide cover under one section of the **policy**, being the section that provides the most advantageous cover to **you** or the party entitled to cover.

- Governing law 13. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.
- Arbitration 12. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

## General claims conditions

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

### Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
  - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
  - 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.

## Special definitions for all property sections

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| <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</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>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>1. <b>computers</b>;</li><li>2. <b>stock</b>;</li><li>3. <b>fine art</b>;</li><li>4. tenant's improvements, decorations, fixtures and fittings and other general contents including, if attached to the building, external signs, aerials, satellite</li><li>5. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;</li><li>6. exhibition stands and equipment;</li><li>7. marquees and associated lighting, heating and furnishings;</li><li>8. <b>technical equipment</b>.</li></ol> <p>The following are not included within this definition:</p> <ol style="list-style-type: none"><li>a. <b>money</b>;</li><li>b. <b>personal effects</b>;</li><li>c. <b>media artwork</b>;</li><li>d. motorised vehicles for which insurance or security is required under the provisions of any road traffic legislation, including their keys and accessories;</li><li>e. watercraft and their accessories;</li><li>f. aircraft and their accessories;</li><li>g. animals;</li><li>h. trees, shrubs and plants;</li></ol> |

- i. land or water;
- j. building works in progress and any unfixed materials or goods required to complete the building works.

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| <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>             | Equipment, which belongs to <b>you</b> or for which <b>you</b> are legally responsible: <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> <b>Computers</b> are not included in this definition.   |
| <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> Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.   |
| <b>Failure</b>               | <b>Damage</b> caused by: <ol style="list-style-type: none"><li>1. electrical or mechanical <b>breakdown</b>, including rupture or bursting caused by centrifugal force; or</li><li>2. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires; or</li><li>3. <b>explosion or collapse of equipment</b> owned or leased by <b>you</b> or under <b>your</b> control and operating under steam or other fluid pressure; or</li><li>4. any condition or event, not otherwise excluded by this section, occurring inside <b>equipment</b> operating under steam or other fluid pressure; or</li><li>5. any condition or event, not otherwise excluded by this section, occurring inside hot water boilers or other water heating equipment; or</li><li>6. operator error.</li></ol> |
| <b>Fine art</b>              | Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability which are specifically mentioned in the schedule or contained in a valuation lodged with <b>us</b> .  |
| <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>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>Media artwork</b>         | Film, photographs, negatives, artwork, transparencies, slide prints, recorded video tapes, soundtracks, animation cells and computer images, software and material used to generate images, all in respect of <b>your</b> productions or photographic shoots, and which belong to <b>you</b> or for which <b>you</b> are legally responsible.  |
| <b>Money</b>                 | Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to <b>you</b> .   |

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| <b>Personal effects</b>       | Articles worn, used or carried about the person excluding cash, bank and currency notes and jewellery.   |
| <b>Property</b>               | Tangible property.   |
| <b>Reconstitution of data</b> | Reconstitution of the data, other than <b>media artwork</b> , <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>Rent payable</b>           | Rent for the <b>business premises</b> that <b>you</b> must legally pay whilst the <b>business premises</b> or any part of it is unusable as a result of <b>damage</b> insured by this section.   |
| <b>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>Stock</b>                  | Goods held in trust, stock, samples, merchandise goods, food, drink, and tobacco.  |
| <b>Storm</b>                  | High winds of a destructive nature, rainstorm, hailstorm or snowstorm.   |
| <b>Subsidence</b>             | Subsidence, landslip or heave.   |
| <b>Technical equipment</b>    | <p>The following equipment used in connection with the <b>business</b> which belongs to <b>you</b> or for which <b>you</b> are legally responsible:</p> <ul style="list-style-type: none"><li>a. cameras and ancillary equipment;</li><li>b. PA, sound and lighting equipment;</li><li>c. portable electrical equipment;</li><li>d. mechanical effects equipment;</li><li>e. grip equipment;</li><li>f. props, sets and wardrobes;</li><li>g. make-up and prosthetics;</li><li>h. editing and recording equipment;</li><li>i. video and broadcast equipment.</li></ul> <p><b>Media artwork</b> is not included within this definition.</p> |
| <b>Unattended vehicle</b>     | Any vehicle which is out of sight of <b>you</b> or any person authorised by <b>you</b> .   |

# Property – contents at the business premises

## Policy wording

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

### What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to **contents** contained in the **business premises** and any other items specified in the schedule.

### Additional cover

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

Costs following glass breakage

1. the necessary and reasonable costs **you** incur following breakage or scratching during the **period of insurance** of glass, which belongs to **you** or for which **you** are legally responsible, for:
  - a. temporary boarding-up;
  - b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;
  - c. replacement lettering or other ornamental work and alarm foil on glass.

Additions to contents

2. **damage** occurring during the **period of insurance** to any additional **contents** contained in the **business premises**, provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

Money

3. **damage** occurring during the **period of insurance** to **money** held in connection with the **business**:
  - a. in the **business premises** while open for business;
  - b. in the **business premises** in a locked safe;
  - c. 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.

Personal effects

4. **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

5. the reasonable cost of **reconstitution of data** a direct result of **damage** occurring during the **period of insurance**.

Reconstitution of other business documents

6. the reasonable costs of replacing or reconstituting **your** business documents that are not held electronically, other than **media artwork**, and which **you** need to continue **your business**, if such documents have been lost or destroyed as a direct result of **damage** occurring during the **period of insurance**.

Lock replacement

7. the costs **you** incur to replace locks and keys necessary to maintain the security of the **business premises** or safes following theft of keys involving force and violence occurring during the **period of insurance**.

Building damage by theft

8. 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

9. 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 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 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

10. 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.

# Property – contents at the business premises

## Policy wording

|  |   |
|--|---|
| Outdoor items                              | 11. <b>damage</b> occurring during the <b>period of insurance</b> to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors within the confines of the premises.  |
| Refrigerated stock                         | 12. the costs <b>you</b> incur to replace spoiled refrigerated goods stored in a refrigeration unit at <b>your business premises</b> caused by a sudden failure of the unit, escape of refrigerant or refrigeration fumes, or accidental failure of the public electricity supply occurring during the <b>period of insurance</b> . This extension will only apply if the refrigeration unit is less than five years old or is maintained under annual contract by a suitably qualified refrigeration engineer. |
| Undamaged tenant's improvements            | 13. tenant's improvements if <b>your</b> lease is cancelled by the lessor as a consequence of <b>damage</b> occurring during the <b>period of insurance</b> to the <b>business premises</b> , provided the cancellation is a valid condition of <b>your</b> lease and tenant's improvements are an insured item under this <b>policy</b> .  |
| Contents temporarily elsewhere             | 14. <b>damage</b> occurring during the <b>period of insurance</b> to <b>contents</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 solely for the purposes of exhibition, cleaning, treating, testing, commissioning, servicing, maintenance, renovation, restoration or repair, including whilst in transit.  |
| Contents kept at home                      | 15. <b>damage</b> occurring during the <b>period of insurance</b> to <b>contents</b> used and kept at the home of any partner, director or employee of <b>yours</b> for the purposes of the <b>business</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.  |
| Continuing hire charges                    | 16. continuing hire charges for <b>contents</b> hired in by <b>you</b> whilst such <b>contents</b> are being repaired as a direct result of <b>damage</b> insured under this section, provided <b>you</b> are legally liable for such costs under a standard hire contract.   |
| Loss of hire fees                          | 17. loss of fees <b>you</b> would have received for the hire of <b>your contents</b> under a standard hire contract but for <b>damage</b> insured under this section, for the period beginning at the date of the <b>damage</b> until the <b>contents</b> are repaired or replaced but for no longer than six months.   |
| Alternative hire costs                     | 18. necessary and reasonable additional costs and expenses <b>you</b> incur in hiring alternative equipment to fulfil the commitments of <b>your business</b> following <b>damage to contents</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>contents</b> are repaired or replaced but for no longer than six months.  |
| Extinguisher and alarm re-setting expenses | 19. the necessary and reasonable costs and expenses <b>you</b> incur in order to refill fire extinguishing appliances, replace sprinkler heads and reset the fire or intruder alarm system following <b>damage</b> covered under this section.  |
| Loss prevention costs                      | 20. the necessary and reasonable costs that <b>you</b> incur in to protect the <b>contents</b> contained in the <b>business premises</b> from imminent insured <b>damage</b> occurring during the <b>period of insurance</b> .  |

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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. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
  - c. **storm** or **flood** unless the item is stored in a building that is **standard construction** or in a shipping container. This clause does not apply to the cover under **What is covered**, **Additional cover**, Outdoor items;
  - d. coastal or river erosion;
  - e. a rise in the water table;

# Property – contents at the business premises

## Policy wording

- f. theft from an **unattended vehicle** unless the item is in transit solely for the purposes of exhibition, cleaning, treating, testing, commissioning, servicing, maintenance, renovation, restoration or repair and completely hidden within the luggage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer fully operational;
  - 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 property being cleaned, treated, tested, commissioned, serviced, maintained, renovated, restored or repaired, other than **fine art**.
  3. **damage** to any **contents** 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**.
  10. financial loss due to **your** parting with title or possession of property or rights to property prior to receiving payment in full.
  11. consequential, indirect or financial losses of any kind, other than continuing hire charges, alternative hire costs and loss of hire fees where stated on, and up to the limit stated in, the schedule.
  12.
    - 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 any way 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 exclusion does not apply.

## How much we will pay

Provided that **you** advise us of the replacement cost of the **contents** at the beginning of each **period of insurance**, in the event of **damage**, we will pay up to the **amount insured**, unless limited below, for the cost of repairing, restoring or replacing the **contents** plus an additional 15% to take account of any inflationary increases over the **period of insurance**.

### Repair and replacement

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

1. for **contents** other than **stock**, **personal effects**, **fine art** or hired in **technical equipment**, the cost of repair or replacement as new.
2. for **stock**, other than second-hand **stock** or goods held in trust, the cost of repair or replacement at the cost price to **you**.
3. for second-hand **stock**, the cost of repair or replacement at the trade market value.

# Property – contents at the business premises

## Policy wording

4. 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.
5. for **personal effects**, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.
6. for **fine art**, the agreed value of the individual item lost or damaged as shown in the schedule or valuation.

However, if the item is only partly damaged, **we** will decide whether **we** repair, restore, replace or pay the agreed value of the damaged item. If **we** repair or restore a damaged item, **we** will also pay for any loss in value.

For any item of **fine art** which has not been individually valued in the schedule or valuation, **we** will decide whether **we** repair, restore, replace or make a cash settlement for that item. If **we** choose to make a cash settlement, **we** will pay the market value of the item immediately prior to the **damage**, taking account of any increased value the item may have because it forms part of a pair or set. The most **we** will pay for any one item, pair or set is £25,000.

7. for hired-in **technical 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; or
  - 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.

### Sold stock

For any **contents** which are subject to a written contract of sale and suffers **damage** whilst at **your business premises**, the amount **we** will pay is the value as agreed in the written contract of sale.

### Storm and flood

Where **damage** has been caused by **storm** or **flood** over any 72 hour period, **we** will treat all **damage** to any one location as one claim provided that all **damage** occurs within the **period of insurance**. **You** may select when the 72 hour period starts.

### Debris removal

**We** will pay the necessary and reasonable costs and expenses **you** incur to remove debris of **contents** from the premises or the area immediately adjacent, following **damage** insured by this section.

### Under insurance

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

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

1. **we** find that the **amount insured** is less than 85% of the **contents**; and
2. **we** establish that **your** failure to declare the total value of the **contents** was not deliberate or reckless and was a breach of **your** obligation to:
  - 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 **contents**, 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 **contents** which may materially affect the **policy**.

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

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

### Personal assault following

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

# Property – contents at the business premises

## Policy wording

robbery or attempted robbery

Pair and sets

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

Seasonal increase

To account for seasonal increase to **your business**, the **amount insured** for **stock** will be increased by 25% during November, December, the first 14 days of January and the 30 days immediately prior to Easter.

Other interests

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

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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.

Hiring in equipment

When hiring in **contents** **you** must complete and record an inventory check and inspect all **contents** for **damage** prior to acceptance and agree a schedule of any **damage** with the hire company before taking charge of the **contents**. Upon returning the **contents** to the hire company **you** must only return the **contents** to persons authorised within the hire company to accept the return of equipment. **We** will not make any payment for any claim or loss where **you** fail to demonstrate to **our** satisfaction that **you** have complied with these requirements, 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.

Backing up electronic data

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

Protections

**You** must ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the **office** is left unattended, unless **you** have already advised **us** that a system is not working properly. **We** will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Unoccupancy

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

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

# Property – contents away from the business premises

## Policy wording

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

### What is covered

We will insure **you** against **damage** occurring within the **geographical limits** during the **period of insurance** to **contents**. We will also pay for theft by deception of **contents** occurring during the **period of insurance** to **contents** that **you** have hired out under a standard hire contract.

We will also pay for the following where stated on the schedule:

- |   |  |
|---|--|
| Money   | 1. <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>a. in transit within the <b>geographical limits</b>;</li><li>b. at all other times within the <b>geographical limits</b>.</li></ol>   |
| Personal assault following robbery or attempted robbery | 2. compensation as shown in the schedule if any partner, director or employee of <b>you</b> is physically injured in the course of <b>your business</b> in a robbery or attempted robbery occurring during the <b>period of insurance</b> within the <b>geographical limits</b> 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 <b>period of insurance</b> .  |
| Continuing hire charges                                 | 3. continuing hire charges for <b>contents</b> hired in by <b>you</b> whilst such <b>contents</b> are being repaired as a direct result of <b>damage</b> insured under this section, provided <b>you</b> are legally liable for such costs under a standard hire contract.   |
| Loss of hire fees                                       | 4. loss of fees <b>you</b> would have received for the hire of <b>your contents</b> under a standard hire contract but for <b>damage</b> insured under this section, for the period beginning at the date of the <b>damage</b> until the <b>contents</b> are repaired or replaced but for no longer than six months.   |
| Alternative hire costs                                  | 5. necessary and reasonable additional costs and expenses <b>you</b> incur in hiring alternative equipment to fulfil the commitments of <b>your business</b> following <b>damage to contents</b> insured under this section. We will only pay for hire costs for the period beginning at the date of the <b>damage</b> until the <b>contents</b> are repaired or replaced but for no longer than six months.   |
| Re-shoot or re-compilation costs                        | 6. necessary and reasonable additional costs and expenses <b>you</b> incur in completing a production or photographic shoot following <b>damage</b> occurring during the <b>period of insurance</b> to <b>media artwork</b> , which would not otherwise have been incurred in completing the production. Alternatively, if the production or photographic shoot is necessarily abandoned as a result of such <b>damage to media artwork</b> , we will pay the expenditure incurred by <b>you</b> in the production or photographic shoot up to the date of the <b>damage</b> .<br>However we 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> reasonable control;</li><li>c. any claim or loss arising from delay, confiscation or detention by customs or government officials;</li><li>d. any claim or loss arising from abandonment of the production or of any <b>contents</b>;</li><li>e. any claim or loss arising from the <b>failure of computers or technical 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><li>h. the value to <b>you</b> of any <b>media artwork</b>.</li></ol> |

**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. **storm** or **flood** unless the item is stored in a building that is **standard construction** or in a shipping container;
  - d. coastal or river erosion;
  - e. a rise in the water table;
  - f. theft from an **unattended vehicle** unless the item is completely hidden within the luggage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer are fully operational;
  - g. theft of **contents** or **media artwork** whilst not under the personal supervision of **you** or anyone authorised by **you** unless involving:
    - i. forcible entry into or exit from a securely locked building; or
    - ii. assault or threat of violence to any person contained within the definition of **you**;
  - h. 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;
  - i. **date recognition**;
  - j. a **virus** or **hacker**; or
  - k. packing being inadequate.
2. **damage** to **contents** or **media artwork** being cleaned, treated, tested, commissioned, serviced, maintained, renovated, restored or repaired, other than **fine art**.
3. **damage** to **contents** or **media artwork** whilst in transit by courier or postal service unless agreed in writing by **us**.
4. loss or distortion of information resulting from **failure** of any **computers**.
5. the value to **you** of any lost or distorted information.
6. **damage** to **contents** directly resulting from its own **failure**.
7. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
8. unexplained loss or disappearance or inventory shortage.
9. loss due to clerical or accounting errors.
10. loss by fraud or dishonesty of any partner, director or employee of **yours**.
11. financial loss due to **your** parting with title or possession of property or rights to property prior to receiving payment in full other than fraudulent hire where stated on, and up to the limit stated in, the schedule.
12. consequential, indirect or financial losses of any kind, other than continuing hire charges, alternative hire costs and loss of hire fees where stated on, and up to the limit stated in, the schedule.
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**;

# Property – contents away from the business premises

## Policy wording

- 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 any way 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 exclusion does not apply.

### How much we will pay

Provided that **you** advise us of the replacement cost of the **contents** at the beginning of each **period of insurance**, in the event of **damage**, **we** will pay up to the **amount insured**, unless limited below, for the cost of repairing or replacing the **contents** plus an additional 15% to take account of any inflationary increases over the **period of insurance**.

#### Repair and replacement

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

1. for **contents** other than **stock**, **fine art** or hired in **technical equipment**, the cost of repair or replacement as new.
2. for **stock** other than second-hand stock or goods held in trust, the cost of repair or replacement at the cost price to **you**.
3. for second-hand **stock**, the cost of repair or replacement at the trade market value.
4. 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; or
  - 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.
5. 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.
6. for **fine art**, the agreed value of the individual item lost or damaged as shown in the schedule or valuation. However, if the item is only partly damaged, **we** will decide whether **we** repair, restore, replace or pay the agreed value of the damaged item. If **we** repair or restore a damaged item, **we** will also pay for any loss in value.

For any item of **fine art** which has not been individually valued in the schedule or valuation, **we** will decide whether **we** repair, restore, replace or make a cash settlement for that item. If **we** choose to make a cash settlement, **we** will pay the market value of the item immediately prior to the **damage**, taking account of any increased value the item may have because it forms part of a pair or set. The most **we** will pay for any one item, pair or set is £25,000.

#### Fraudulent hire

The most **we** will pay for theft by deception of **contents** that **you** have hired out is £25,000 unless **you** have:

- a. retained a copy of the credit card details of the hirer and 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
- b. only allowed the actual hirer or representative of the hiring company to collect the hire items.

#### Storm and flood

Where **damage** has been caused by **storm** or **flood** over any 72-hour period, **we** will treat all **damage** to any one location as one claim provided that all **damage** occurs within the **period of insurance**. **You** may select when the 72-hour period starts.

#### Debris removal

**We** will also pay necessary and reasonable costs and expenses **you** incur to remove debris of **contents** following **damage** insured by this section, but **we** will not pay more than the **amount insured** for any one claim.

#### Under insurance

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

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

# Property – contents away from the business premises

## Policy wording

1. **we** find that the **amount insured** is less than 85% of the **contents**; and
2. **we** establish that **your** failure to declare the total value of the **contents** was not deliberate or reckless and was a breach of **your** obligation to:
  - 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 **contents**, 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 **contents** which may materially affect the **policy**.

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

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

Personal assault following robbery or attempted robbery

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

Pairs and sets

If any **contents** 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 **contents** insured, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

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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.

Hiring in equipment

When hiring in **contents** **you** must complete and record an inventory check and inspect all **contents** for **damage** prior to acceptance and agree a schedule of any **damage** with the hire company before taking charge of the **contents**. Upon returning the **contents** to the hire company **you** must only return the **contents** to persons authorised within the hire company to accept the return of equipment. **We** will not make any payment for any claim or loss where **you** fail to demonstrate to **our** satisfaction that **you** have complied with these requirements, 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** is left unattended, unless **you** have already advised **us** that a system is not working properly. **You** must also ensure that all systems are 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 building where **contents** are stored will be left unoccupied or will not be used for more than 30 consecutive days. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

# Property – contents away from the business premises

## Policy wording

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

### Re-shoot or re-compilation costs

**You** must:

1. take all reasonable steps to make back-up copies of **media artwork** at least every two working days and keep the copies away from the **business premises**; and
2. retain all duplicated works, prints or offshoots are intentionally destroyed until the production or photographic shoot has been completed; and
3. make arrangements with a third-party processing laboratory prior to the commencement of the production or photographic shoot to process **media artwork** on receipt and advise **you** immediately if any **damage** to the **media artwork** is discovered; and
4. examine the processed **media artwork** from the laboratory on receipt and, if **damage** is discovered, **you** take immediate steps to avoid a recurrence of the; and
5. take a copy of the **media artwork** prior to commencement of transfer to any other format.

**We** will not make any payment for re-shoot or re-compilation costs in respect of any incident occurring whilst **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

### Cash, bank and currency notes 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 £6,001 and £10,000 is carried by at least three able bodied adults;
3. in excess of £10,001 is carried by a Security Industry Authority approved cash and valuables in transit company.

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

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

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>Clean up costs</b>       | The costs incurred by <b>you</b> of remediation required by any governmental, administrative or regulatory body, which is not otherwise excluded, to remedy the effects of <b>pollution</b> which changes the state of: <ol style="list-style-type: none"><li>the land; or</li><li>the atmosphere; or</li><li>any watercourse or body of water; or</li><li>any building or other structures.</li></ol> |
| <b>Defence costs</b>        | Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .   |
| <b>Denial of access</b>     | Nuisance, trespass or interference with any easement or right of air, light, water or way.   |
| <b>Inefficacy</b>           | The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.   |
| <b>Insured event</b>        | Each event, conference or exhibition shown in the schedule.  |
| <b>Malpractice</b>          | <b>Bodily injury</b> to any patient, client or customer caused by any negligent act, error or omission committed by <b>you</b> : <ol style="list-style-type: none"><li>in the performance of <b>your business</b>; or</li><li>In the course of a <b>Samaritan act</b>.</li></ol>   |
| <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>Samaritan act</b>        | Treatment administered by <b>you</b> at the scene of a medical emergency, accident or disaster at which <b>you</b> are present either by chance or in response to a S.O.S. call following a disaster.  |
| <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> or <b>insured event</b> , any party brings a claim against <b>you</b> for: <ol style="list-style-type: none"><li><b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>;</li><li><b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>;</li></ol> <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation. |
|--------------------|--|

|                            |   |
|----------------------------|---|
|                            | <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>   |
| Claims against principals  | <p>If, as a result of <b>your business</b> or <b>insured event</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against <b>your</b> principal 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 the principal 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>  |
| 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 employee of <b>yours</b>.</p>   |
| Data Protection Act        | <p><b>We</b> will indemnify <b>you</b> against <b>your</b> liability under Section 13 of the Data Protection Act 1998 in connection with personal data held by <b>you</b> during the <b>period of insurance</b> but <b>we</b> will not make any payment for:</p> <ol style="list-style-type: none"><li>any liability where <b>you</b> are entitled to indemnity under any other insurance;</li><li>any claim for the cost of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data;</li><li>any claim arising from circumstances that <b>you</b> knew about or ought reasonably to have known about prior to the inception of this <b>policy</b>.</li></ol>   |
| Defective Premises Act     | <p><b>We</b> will indemnify <b>you</b> against <b>your</b> liability under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975 in connection with premises disposed of by <b>you</b> during the <b>period of insurance</b> but <b>we</b> will not make any payment for:</p> <ol style="list-style-type: none"><li>any liability where <b>you</b> are entitled to indemnity under any other insurance;</li><li>any claim for the cost of remedying any defect or alleged defect which if not remedied may result in liability to which the indemnity expressed in this section applies.</li></ol>   |
| Motor contingent liability | <p>If any party brings a claim against <b>you</b> for <b>bodily injury</b> and or <b>property damage</b> occurring during the <b>period of insurance</b> and arising from any mechanically propelled vehicle or any trailer attached to it being used in connection with <b>your business</b> or <b>insured event</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><b>We</b> will not make any payment under this clause for any claim:</p> <ol style="list-style-type: none"><li>arising from any mechanically propelled vehicle or any trailer attached to it which is:<ol style="list-style-type: none"><li>owned by <b>you</b>; or</li><li>loaned, leased, hired or rented to <b>you</b>; or</li><li>provided by <b>you</b>;</li><li>being driven by <b>you</b>;</li></ol></li><li>for <b>property damage</b> to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;</li><li>arising from the vehicle being driven by <b>you</b> or any person who to <b>your</b> knowledge or that of <b>your</b> representatives does not hold a licence to drive the vehicle;</li><li>more specifically insured under another insurance policy.</li></ol> |

# Public and products liability

## Policy wording

### Additional cover

Court attendance compensation

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

Clean up costs

**We** will pay the **clean up costs** of **pollution** as a result of **your business** or **insured event**, but **we** will not make any payment for **clean up costs**:

- a. unless the **pollution** is 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. which are not intended to curtail or minimise further **pollution** or prevent further significant **property damage** or **bodily injury**;
- c. to remedy the condition of any property owned, leased or rented by **you**;
- d. arising out of **pollution** occurring outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- e. to reinstate or reintroduce any flora or fauna;
- f. which improve the condition of the land, atmosphere, watercourse, body of water, building or structure beyond that required by any governmental, administrative or regulatory body.

Personal liability

If, as a result of any of **your** directors or partners or any employee or spouse of such person:

- a. working for **you** in connection with **your business**; or
- b. undertaking private work for any other director or partner of **you** with **your** prior permission; or
- c. acting in a personal capacity during the course of a trip or journey in connection with **your business**;

any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against such director, partner, employee or spouse of such person, **we** will, if **you** so request, treat such claim as if made against **you** and make the same payment to such director, partner, employee or spouse of such person that **we** would have made to **you**, provided that the party to be indemnified:

- i. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- ii. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- iii. gives **us** the information and co-operation **we** reasonably require for dealing with the claim;
- iv. is not entitled to indemnity by any other insurance.

The amount **we** pay will include **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

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### What is not covered

Property for which you are responsible

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

1. 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** or **insured event**;
  - 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.
2. 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**;

# Public and products liability

## Policy wording

- b. the loading or unloading of any vehicle off the highway.
- c. any claim covered under **What is covered**, Motor contingent liability.
- Injury to employees 3. **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.
- Hazardous activities 4. any activity involving:
- a. the use of or provision of any activities at speeds exceeding ten miles per hour or any quad bikes, go karts or mechanically driven rides, other than fixed coin operated rides for children; or
  - b. the use of or provision of any playground equipment or inflatable play equipment including but not limited to bouncy castles, inflatable orbs, slides and rides; or
  - c. the use of or provision of any fireworks, bonfires, explosives, pyrotechnics, sparklers or any airborne lantern, sky candle or wish lantern; or
  - d. the use of or provision of any weapons, munitions or mechanical restraints; or
  - e. the use of or provision of any sporting or roller skates, blades or boards; or
  - f. the use of or provision of any guides, ropes or bungee cords; or
  - g. winter sports including but not limited to skiing, ice skating and the use of bobsleighs or skeletons; or
  - h. any kind of race, endurance test, strength test, assault or obstacle course which is known to carry a significantly increased risk of **bodily injury** including but not limited to a marathon, biathlon, triathlon, iron man competition, mountain bike race, weightlifting, wall climbing, commando challenge or survival training course, however this does not apply to fun runs of ten kilometres or less; or
  - i. any kind of stunt or special effect for film or television production , other than computerised graphics;
  - j. horse riding or any other equestrian activities; or
  - k. gymnastics or trampolining; or
  - l extreme sports including but not limited to mountaineering, rock-climbing or potholing; or
  - m. any contact sport or professional sports of any kind;
- unless declared to **us** and agreed by **us**.
- Tour operators 5. any activity **you** perform as a tour operator or organiser as defined by the Package Holidays, Package Travel and Package Tour Regulations 1992.
- Pollution 6. 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.
- However, this exclusion shall not apply to any claim covered under **What is covered**, **Additional cover**, Clean-up costs.
- Computer virus 7. transmission of a computer **virus**.
- Professional advice 8. designs, plans, specifications, formulae, directions or advice prepared or given by **you**.
- Your products 9. the costs of recalling, removing, repairing, reconditioning or replacing any **product** or any of its parts.
10. a. any **products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such **products**;
- b. any **products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **products**.

# Public and products liability

## Policy wording

|                             |  |
|-----------------------------|--|
| Inefficacy                  | 11. <b>inefficacy.</b>   |
| Deliberate or reckless acts | 12. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.   |
| Contracts                   | 13. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.  |
| Date recognition            | 14. <b>date recognition.</b>   |
| War and nuclear risks       | 15. <b>war or nuclear risks.</b>   |
| Asbestos                    | 16. <b>asbestos risks.</b>   |
| Abuse or molestation        | 17. <b>abuse or molestation.</b>   |
| Malpractice                 | 18. <b>malpractice.</b>  |
| Defamation                  | 19. defamation.  |
| Use of heat                 | 20. the use or application of heat by <b>you</b> , or any sub-contractor undertaking work on <b>your</b> behalf, away from any premises owned, leased or rented by <b>you</b> unless: <ol style="list-style-type: none"><li>a written risk management plan which makes adequate provisions for the safety of all persons and property is created prior to the work commencing and followed at all times; and</li><li>a duly qualified or experienced person is made responsible for fire safety and for ensuring all necessary precautions as prescribed in the written risk assessment are complied with; and</li><li>all persons undertaking work involving the application of heat are made fully aware of the written risk assessment and the location of the site's fire alarms, if any, and at least two adequate and appropriate fire extinguishers, in proper working order, are kept within ten metres of the use of or application of heat; and</li><li>all combustible materials within five metres of the use of or application of heat (including adjoining shafts or openings and the area on the other side of any wall or partition) are removed or covered and fully protected by screens of non-combustible material; and</li><li>all equipment is used strictly in accordance with the manufacturer's instructions, including not being lit until immediately before use and extinguished immediately after use. No piece of lighted equipment shall be left unattended; and</li><li>any gas cylinders not required for immediate use are kept outside the building in which the use of application of heat is taking place and at least 15 metres from the point of application of heat; and</li><li>any use of asphalt, bitumen, tar, pitch or lead heaters is carried out in the open in a vessel designed for the purpose and the vessel is placed on a non-combustible heat insulating base.</li></ol> |

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### What is not covered

|  |  |
|--|--|
|  | B. <b>We</b> will not make any payment for:  |
| Restricted recovery rights             | 1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.   |
| Non-compensatory payments              | 2. fines and contractual penalties, punitive or exemplary damages.   |
| Claims outside the applicable courts   | 3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.<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. |
| 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 **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.

### Pollution

For claims arising from **pollution**, other than **clean-up costs**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount shown in the schedule. **You** must pay the relevant **excess** shown in the schedule.

### Terrorism

The most **we** will pay for all claims and their **defence costs** arising from **terrorism** is the amount shown in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.

### Claims brought against you in USA or Canada

If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. **You** must pay the relevant **excess** shown in the schedule.

### Criminal proceedings costs

The most **we** will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against **you** during the **period of insurance**.

### Court attendance compensation

**We** will pay **you** the following compensation for each day, or part day:

1. **You** or **your** partner or director £500
2. Any other employee £250

The most **we** will pay for the total of all court attendance compensation is £10,000.

### Clean-up costs

The most **we** will pay for **clean up costs** in any one **period of insurance** is the amount shown in the schedule. **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.

### Paying out the limit of indemnity

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

## Your obligations

### If a problem arises

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

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

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

By email to: [liability.claims@hiscox.com](mailto:liability.claims@hiscox.com); or

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

- b. unless **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:

# Public and products liability

## Policy wording

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

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

- c. unless **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 by an amount equal to the detriment **we** have suffered as a result.

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### Control of defence

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

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

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## Special definitions for this section

|                      |   |
|----------------------|---|
| <b>Bodily injury</b> | Death or any bodily or mental injury or disease.  |
| <b>Defence costs</b> | Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .  |
| <b>Employee</b>      | <p>Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Republic of Ireland working for <b>you</b> in connection with <b>your business</b> who is:</p> <ol style="list-style-type: none"><li>employed by <b>you</b> under a contract of service or apprenticeship;</li><li>hired to or borrowed by <b>you</b>;</li><li>self-employed and working on a labour-only basis under <b>your</b> control or supervision;</li><li>engaged by labour-only sub-contractors;</li><li>a labour master or a person supplied by him;</li><li>engaged under a work experience or training scheme;</li><li>a voluntary helper.</li></ol> |
| <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</li></ol>  |

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

**Additional cover**

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

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**What is not covered**

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

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

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

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

The most **we** will pay for the total of all court attendance compensation is £10,000.

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**Your obligations**

If a problem arises

1. **We** will not make any payment under this section:
  - a. unless **you** notify **us** within 7 days of anything which may give rise to a claim under this section. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

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

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

By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
  - b. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
- 2.. When dealing with **your employee** or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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**Control of defence**

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

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**Compulsory insurance clause**

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

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

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## Special definitions for this section

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

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## What is covered

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

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## What is not covered

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

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## How much we will pay

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

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

# Crisis containment

## Policy wording

### 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**.



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