

Policy Wording

Equine Business Insurance

Including optional cover for your home and its contents

Insurance provided by



Insurance arranged by:





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SEIB Insurance Brokers Limited's data privacy notice

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Claims information

If you need to make a claim, you should contact, write to or call SEIB using the contact details below:

SEIB Insurance Brokers Ltd South Essex House North Road South Ockendon Essex RM15 5BE

Tel: 01708 850000 Fax: 01708 851520

Email enquiries@seib.co.uk

Alternatively, you can contact Hiscox where new claims can be reported 24 hours a day, seven days a week. Call us on +44 (0) 800 116 4627 or +44 (0) 1904 681 198 or by email at customer.relations@hiscox.com. The action to be taken in the event of an incident which may give rise to a claim is shown in the Claims conditions in your policy wording.



Equine business insurance portfolio

Policy wording

A seamless integrated insurance solution for your equestrian business.

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

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

Our promise to you

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

Ben Horton

CUO, Hiscox Underwriting Ltd

Complaints procedure

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

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

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

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



General definitions

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

Asbestos risks

- a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
- b. exposure to asbestos, asbestos fibres or materials containing asbestos; or
- c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

Business

Your business or profession as shown in the schedule.

Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.

Date recognition

Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.

Domestic employee

An employee who works exclusively at **your domestic residence**, including those whom reside with **you**.

Domestic residence

Property used solely for private dwelling which is attached or within the same clear compound of the commercial property used for **your business**. Including the fixtures and fittings, patios, garages, outbuildings and footpaths not used for commercial purposes.

Endorsement

A change to the terms of the policy.

Excess

The amount you must bear as the first part of each agreed claim or loss.

Geographical limits

The geographical area shown in the schedule.

Horse

Any horse, donkey, mule, ass or jennet used in connection with your business.

Livestock

Any dog, cattle, sheep or any other animal used in connection with **your** main **business** provided that the use of such other animals is incidental to **your** main **business** excluding **horses** and family pets.

Nuclear risks

- a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
- b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;
- all operations carried out on any site or premises on which anything in a. or b. above is located.

Period of insurance

The time for which this **policy** is in force as shown in the schedule.

Policy

This insurance document and the schedule, including any **endorsements**.

Program

A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.

Suitably qualified veterinary surgeon

A veterinary surgeon listed under the UK Practising registration category of the Royal College of Veterinary Surgeons (RCVS) Register

Terrorism

An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

- a. is committed for political, religious, ideological or similar purposes; and
- is intended to influence any government or to put the public, or any section of the public, in fear; and
- 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.

Virus Programmes that are secretly introduced without your permission or knowledge including,

but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware

and other malicious unwanted software.

War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war,

rebellion, revolution, insurrection, military or usurped power.

We/us/our The insurers named in the schedule.

You/your The insured named in the schedule.

General conditions

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

Presentation of the risk

1. In agreeing to insure you and in setting the terms and premium, we have relied on the information you have given us. You must provide a fair presentation of the risk and must take care when answering any questions we ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which you (including your senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.

If you fail to make a fair presentation

- a. If we establish that you deliberately or recklessly failed to present the risk to
 us fairly, we may treat this policy as if it never existed and refuse to make any
 payment under it. You must reimburse all payments already made by us and
 we will be entitled to retain all premiums paid.
 - b. If we establish that you failed to present the risk to us fairly but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you made a fair presentation of the risk, as follows:
 - . if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or
 - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.

Change of circumstances

3. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy (a material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). We may then change the terms and conditions of this policy or cancel it in accordance with the Cancellation condition.

If you fail to notify us of a change of circumstances

- 4. a. If we establish that you deliberately or recklessly failed to:
 - i. notify **us** of a change of circumstances which may materially affect the **policy**; or
 - ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing us with information in relation to a change of circumstances;

we may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.



- b. If we establish that you failed to notify us of a change of circumstances or to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances, but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you fairly presented the change of circumstances to us, as follows:
 - i. if we would have cancelled this policy, we may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. You must reimburse any payments already made by us relating to claims made or losses occurring after such date. We will refund any premiums you have paid in respect of any period after the date when cancellation would have been effective: or
 - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.

Reasonable precautions

5. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair. We will not make any payment under this policy in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

Premium payment

6. We will not make any payment under this policy until you have paid the premium.

Cancellation

7. **You** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under £1.

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 \mathbf{we} will pay will not exceed the amount \mathbf{we} would be liable to pay to any one of \mathbf{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**.

Rights of third parties

10. You and we are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Other insurance

11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.

Cover under multiple sections

12. Where **you**, including anyone within the meaning of 'you' or 'insured person' in any section of the **policy**, are entitled to cover under more than one section of the **policy** in respect of the same claim or loss, or any part of a claim or loss, **we** shall only provide cover under one section of the **policy**, being the section that provides the most advantageous cover to **you** or the party entitled to cover.

Governing law

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



Arbitration

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

The following claims conditions apply to the whole of this **policy**. **You** must also comply with the conditions shown in each section of the **policy** under the heading **Your obligations**.

General claims conditions

Your obligations

- 1. **We** will not make any payment under this **policy** unless **you**:
 - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy** in accordance with the terms of each section; and
 - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.

2. You must:

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

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

Fraud

- 3. If you or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive us by deliberately giving us false information or making a fraudulent claim under this policy then:
 - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
 - 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;
 - 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.



Property definitions

Policy wording

Special definitions for all property sections

Activities

Your activities declared to ${\bf us}$ and accepted by ${\bf us}$, or the business activities stated on the schedule.

Amount insured

The most **we** will pay as stated in the schedule. Unless **we** say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after **we** pay a loss provided **you** carry out **our** recommendations to prevent further loss or damage.

Arena mirrors

Mirrors of a high durability positioned around the riding area (indoors or outdoors) used specifically for immediate feedback during riding training without the need for a tutor's feedback.

Breakdown

- Breaking, failure, distortion or burning out of any part of equipment or a computer whilst in ordinary use, arising from defects in the equipment or computers causing its sudden stoppage and necessitating repair or replacement before it can resume work;
- fracturing of any part of equipment or a computer by frost which renders such equipment or computers inoperative; or
- 3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.

Buildings

The buildings, which belong to **you** or for which **you** are legally responsible, at the premises stated in the schedule, including:

- 1. Outbuildings, portacabins and annexes;
- 2. fixtures and fittings, solar panels, arena mirrors and fixed fuel tanks;
- 3. walls, gates, fences, car parks, yards, private roads, pavements and paths at the premises;
- 4. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains;
- 5. Outdoor riding areas including their surfaces.

The land at the premises and the domestic residence is not included within this definition.

Communicable disease

Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.

Computers

Computers, **handheld devices** and ancillary equipment, which belong to **you** or for which **you** are legally responsible, including **software** and data carrying media but excluding data or information entered by **you** or on **your** behalf.

Damage

Accidental physical loss or physical damage.

Declared amount

Any amount stated in the schedule which you have declared as:

- your actual income or gross profit or fees;
- 2. the total replacement value of **your contents**; or
- 3. the total costs of rebuilding your buildings.

Earth movement

Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or **subsidence** and any ensuing tsunami.

Employee's home

The home of any partner, director, trustee, committee member, employee or volunteer of **yours** within the **United Kingdom**.

Equipment

Equipment, which belongs to **you** or for which **you** are legally responsible:

- 1. built to operate under vacuum or pressure, other than the weight of contents; or
- 2. used for the generation, transmission or utilisation of energy.

Computers are not included in this definition.



Property definitions

Policy wording

Event location

Any location within the **United Kingdom** where **you** are attending a promotional event or exhibition in connection with **your activities**.

Explosion or collapse

- Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured equipment together with forcible ejection of the contents; or
- 2. sudden and dangerous distortion of any part of the insured **equipment** caused by crushing stress by force of steam or other fluid pressure.

Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.

Failure

Damage caused by:

- electrical or mechanical **breakdown**, including rupture or bursting caused by centrifugal force:
- artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
- explosion or collapse of equipment owned or leased by you or under your control and operating under steam or other fluid pressure;
- any condition or event, not otherwise excluded by this section, occurring inside equipment operating under steam or other fluid pressure;
- any condition or event, not otherwise excluded by this section, occurring inside oil or water storage tanks, hot water boilers or other water heating equipment; or
- 6. operator error.

Fees

The difference between **your income**, and the sum of the wage roll of persons supplied to all clients by **you** under contract and **uninsured working expenses**.

First loss limit

Any **amount insured** stated in the schedule as a first loss limit, where, with **our** consent, **you** have selected a limit that is less than the **declared amount**.

Flood

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

Gross profit

The difference between the sum of **your income**, closing stock and work in progress and the sum of **your** opening stock, work in progress and **uninsured working expenses**.

Hacker

Anyone who maliciously targets **you** and gains unauthorised access to **your** website, intranet, computer system, network, telephony equipment or data held electronically by **you** or on **your** behalf.

Handheld devices

Handheld electronic devices used in connection with **your activities** which belong to **you** or for which **you** are legally responsible, including:

- phones and smartphones which make or receive telephone calls through a cellular network and their accessories;
- 2. laptops, tablets, PDAs and wearable technology.

Identity fraud

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

Income

The total income of your business or your activities.

Insured damage

Damage, other than failure, to property occurring during the period of insurance provided that:

- the damage is not otherwise excluded by the buildings, contents or other property section of this policy; and
- payment has been made or liability admitted by the insurer under any insurance covering such damage.

Insured premises

The space **you** occupy at the premises stated in the schedule. This includes any outbuildings and annexes **you** occupy on the same premises.



Property definitions

Policy wording

MoneyCash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders,

crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps

and luncheon vouchers, all belonging to you.

Portacabin A portable, demountable or transportable building which is designed to be moveable and

non-permanent.

Property Tangible property.

Prototype A sample or model built to test a concept or process.

Reconstitution of data Reconstitution of the data you need to continue your activities, if your electronic records and

data have been lost or distorted.

Rent Rent:

 for the insured premises that you must legally pay while the insured premises or any part of it is unusable as a result of insured damage, or restriction:

2. that you cannot legally recover from your tenants while the buildings or any part are

unusable as a result of insured damage or restriction.

Software Programs which run your computers, including both your own operating programs and

application programs used in the course of your activities.

Specified insured premises Any insured premises within the United Kingdom.

Specified or unspecified premises

Any specified insured premises or unspecified insured premises.

Standard construction Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any

other non-combustible material.

Stock Consumable goods including hay, straw, shavings, pellets and other bedding, feed and

supplements for **horses** and **livestock**, merchandise goods, samples and goods held in trust,

including customers' goods for which you are legally responsible.

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

Subsidence Subsidence, landslip or heave.

Unattended vehicle Any vehicle which is out of sight of **you** or any person authorised by **you**.

Uninsured working expenses

Purchases less discounts received, bad debts, rent and any other item described in

the schedule.

United Kingdom

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

of Man.

Unspecified insured

premises

Other than specified insured premises, any premises within the United Kingdom which is

owned, rented or leased by you for the purpose of your activities.



Section wording – your schedule will show whether this section is covered under your policy

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

Special definitions for this section

Rent receivable

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

What is covered

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

Additional cover

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

Trace and access

we will pay for the necessary and reasonable costs you incur with our consent to locate any damage to cables, underground pipes and drains or the source of a gas leak or of any escape of water from permanent internal plumbing, where the damage, leakage or escape first occurs during the period of insurance. We will also pay the cost to make good any damage caused as a consequence of locating the damage or source of leakage or escape.

Emergency services

we will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which you are liable following damage occurring during the period of insurance to insured buildings not otherwise excluded.

Loss prevention costs

3. **we** will pay for necessary and reasonable costs that **you** incur to protect the **buildings** from imminent **insured damage** occurring during the **period of insurance**.

Additions to buildings

4. we will pay for damage occurring during the period of insurance to any additions or improvements to the buildings once they are completed and become your legal responsibility, provided you tell us the additional values as soon as possible and pay the appropriate premium.

Inadvertent omissions

5. having notified **us** of the intention to insure all **buildings** in which **you** have an interest and it being **your** understanding that all **property** is accounted for, if any such **property** is found to have been omitted, **we** will deem it to be insured within the terms of this **policy**. This is subject to payment of the appropriate premium either from **policy** inception or from the date which **you** became legally responsible for such **property**.

Selling the buildings

6. if **you** are selling the **buildings**, this **policy** will cover the **buildings** for the buyer from the time **you** exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this **policy**.

Trees, shrubs and plants

7. we will pay for damage occurring during the period of insurance to trees, shrubs or plants at the insured premises, which are owned by you or for which you are legally responsible, as a result of fire or explosion.

Discharge of oil

8. **we** will pay the necessary and reasonable additional costs and expenses **you** incur with **our** consent to clean and decontaminate the land at the **insured premises** following accidental discharge of oil from any oil fired heating appliance or storage tank, including connected pipework, occurring during the **period of insurance**.

Solar panels

- we will pay for:
 - a. the loss of the feed-in tariff and export tariff you would have received; and
 - b. the increase in your electricity bill,



Section wording – your schedule will show whether this section is covered under your policy

as a direct result of **damage** to any solar panels covered under this section. **We** will pay for the period beginning on the date of the **damage** until the solar panels are repaired or replaced but for no longer than six months.

Removal of debris

10. we will pay the necessary and reasonable costs and expenses you incur for clearance of the debris of buildings from the insured premises or the area immediately adjacent following damage covered under this section.

What is not covered

We will not make any payment for:

- damage caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. settlement or bedding down of new structures;
 - c. settlement or movement of made-up ground;
 - d. coastal or river erosion;
 - collapse or cracking, other than damage to the main building resulting from subsidence;
 - f. subsidence:
 - to walls, gates and fences, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time and by the same cause;
 - to solid floors unless the walls are physically damaged at the same time and by the same cause;
 - g. demolition, building work or groundwork on the **insured premises**;
 - h. a rise in the water table;
 - pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - j. storm or flood to gates or fences;
 - k. any **virus**; or
 - any outdoor heating method used for stables and buildings not of a standard construction which does not meet fire safety standards.
- damage to any computers, equipment, oil and water storage tanks or electrical or mechanical plant or equipment directly resulting from its own failure.
- 3. misuse, faulty workmanship, defective design or the use of faulty materials.
- 4. the cost of maintenance or routine redecoration.
- 5. any indirect losses which result from the incident which caused you to claim.
- 6. a. damage caused solely by pollution or contamination; or
 - any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination. This does not apply to the cover under What is covered,
 Discharge of oil.
- 7. the amount of the excess.
- 8. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. terrorism;
 - b. civil commotion in Northern Ireland;
 - c. war;
 - d. confiscation;
 - e. nuclear risks;



Section wording – your schedule will show whether this section is covered under your policy

- 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 8.a. or 8.b. above, it will be for **you** to show that the exclusion does not apply.

- damage caused by storm to buildings not of a standard construction, other than
 where a building is less than ten years old at the inception of this policy, unless we
 have agreed in writing that the age of building can be greater than ten years old.
- 10. damage to, or theft of any horse or livestock.

How much we will pay

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

Rebuilding and repair

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

Other costs

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

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

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

Special rebuilding conditions

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

Inflationary provision cover

Provided that **you** advise **us** of the rebuilding value of the **buildings** at the beginning of each **period of insurance**, the **amount insured** will be automatically increased by an additional percentage to take account of any inflationary increases over both the **period of insurance** and the period needed to rebuild or repair the **buildings**.

Your schedule will show if inflationary provision cover applies and the additional percentage amount.

Under insurance

If, at the time of damage, we establish that:

- 1. the amount insured; or
- 2. the **declared amount**, where **you** have selected a **first loss limit** which is stated on the schedule;

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

We will only apply this calculation if:

- we establish that the values declared to us are less than 85% of the actual reinstatement cost; and
- 2. **we** establish that **your** failure to declare the actual reinstatement cost was not deliberate or reckless and was a breach of **your** obligation to:



Section wording – your schedule will show whether this section is covered under your policy

- a. make a fair presentation of the risk to us before the start of the period of insurance; or
- b. notify **us** of a change of circumstances in relation to the reinstatement cost of the **buildings**, which may materially affect the **policy**; or
- c. make a fair presentation of the risk to us when notifying us of a change of circumstances in relation to the reinstatement cost of the buildings which may materially affect the policy.

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

Index linking

If you decide to renew this policy with us, we will automatically adjust the amount insured or declared amount, as appropriate, for buildings for the subsequent period of insurance in line with any change in nationally publicised indices. You should advise us if you do not want us to increase the amount insured or declared amount in this manner. However, we will not reduce the amount insured or declared amount without your consent.

Your obligations

If any damage occurs

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

- 1. notify **us** promptly of any **damage** which might be covered;
- 2. report to the police, as soon as is reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them;
- 3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Unoccupancy

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

If you do not tell us, we will not make any payment for damage occurring while the buildings are unoccupied.

Building works

If you intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than £75,000, you must tell **us** about the work at least 30 days before the work starts and before you enter into any contract for the works. We may change the terms and conditions of this **policy** or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.

If **you** do not tell **us**, **we** will not make any payment for **damage** directly or indirectly caused by or resulting from the building works.

You do not have to tell us if the work is for redecoration only.

Deep fat frying

In respect of any deep fat frying apparatus at the insured premises, you must ensure that:

- all extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days; and
- 2. all extraction ducts are cleaned at least once every six months.

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



Section wording – your schedule will show whether this section is covered under your policy

Special conditions

Workmen

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



Section wording – your schedule will show whether this section is covered under your policy

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

Special definitions for this section

Art and collections

Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability.

Agricultural vehicles

Any tractor, all-terrain vehicle, quad bike or motorised implement used solely for **your business** excluding vehicles licensed for road use (including accessories thereon) caravans, trailers, powered watercraft, or aircraft.

Contents

The contents of the **insured premises** used in connection with **your activities** which belong to **you** or for which **you** are legally responsible, including:

- 1. computers;
- 2. stock;
- prototypes;
- 4. art and collections;
- fixtures and fittings, tenant's improvements, decorations and general contents including, if attached to the **building**, external signs, aerials and satellite dishes:
- pipes, ducting, cables, wires and associated control equipment within the insured premises and extending to the public mains;
- 7. office equipment
- 8. horse drawn vehicle;
- 9. horse trailer;
- 10. jumps and judges' boxes;
- 11. saddlery and tack;
- 12. agricultural vehicles; and
- 13. machinery.

The following are not included within this definition:

- a. any mechanically propelled vehicle or mobile plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;
- b. any watercraft, marine rig or platform, hovercraft, aircraft, drone or other aerial device;
- c. **buildings**, land and water;
- d. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;
- e. money; or
- f. any item attached to any of the above.

Crime

Dishonesty of any person under a contract of service with **you** where there was a clear intention to cause **you** financial loss or damage and to obtain personal financial gain over and above salary, bonus or commission.

Employees' cycles

Cycles and cycle accessories which belong to **your** partners, directors, trustees, committee members, employees or volunteers or for which such persons are legally responsible.

Excluded location

Any location individually stated under Excluded locations in the Property – contents section of the schedule.

Jumps and judges' boxes

Various constructed obstacles used in shows and riding for the sole purpose of **horses** to jump over which are constructed in such a way to consider the safety of both **horse** and rider, including boxes used specifically for judges to stand on.



Section wording – your schedule will show whether this section is covered under your policy

Horse drawn vehicle

Any non-motorised carriage, cart, wagon, or wheeled attachment which is designed to be pulled behind a **horse** excluding caravans, trailer tents, catering trailers, exhibition trailers or items of **machinery**.

Horse trailer

Any non-motorised wheeled attachment which is designed to be towed by a motor vehicle for the carriage of **horses** excluding caravans, trailer tents, catering trailers, exhibition trailers or items of **machinery**.

Machinery

Non-motorised machinery and plant that is **your property** or for which **you** are responsible while on the **insured premises** excluding landlord's fixtures and fittings, **stock**, **agricultural vehicles**, **horse drawn vehicles**, **horse trailers** and property more specifically insured.

Office equipment

Equipment used specifically within the office or offices of **your business** for the purpose of running **your business**, including clerical equipment and documents.

Personal effects

Articles worn, used or carried about the person which belong to **your** partners, directors, trustees, committee members, employees, volunteers or visitors to the **insured premises** or for which such persons are legally responsible.

Rent payable

Rent for the **insured premises** that **you** must legally pay while the **insured premises** or any part of it is unusable as a result of **damage** insured by this section.

Saddlery and tack

Saddles, bridles, halters, harnesses, lunging equipment, and other equipment used on the **horse** but excluding any items worn by the rider.

What is covered

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

Additional cover

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

Glass

- 1. **damage** occurring during the **period of insurance** to any fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings contained in the **insured premises**, which belongs to **you** or for which **you** are legally responsible.
- Costs following glass breakage
- 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

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

Identity fraud

- 4. the following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud occurring during the period of insurance:
 - solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness your signature;
 - b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;
 - c. fees charged when **you** re-apply for a commercial loan that was originally rejected.

Personal effects

 damage occurring within a building at the insured premises during the period of insurance to personal effects provided they are not insured elsewhere. However we will not make any payment under this additional cover for money or jewellery.

Employees' cycles

 damage occurring within a building at the insured premises during the period of insurance to employees' cycles provided they are not insured elsewhere.

Reconstitution of electronic data

7. the reasonable cost of **reconstitution of data** as a direct result of **damage** covered under this section.



Section wording – your schedule will show whether this section is covered under your policy

Reconstitution of documents

8. the reasonable costs of replacing or reconstituting **your** documents that are not held electronically and which **you** need to continue **your activities**, if such documents have been lost or destroyed as a direct result of **damage** covered under this section.

Lock replacement

 the costs you incur to replace locks and keys necessary to maintain the security of the insured premises or any safes or security control apparatus following theft or loss of keys during the period of insurance.

Building damage by theft

 the cost of repairing damage occurring during the period of insurance to the buildings at the insured premises caused by theft or attempted theft and for which you are legally liable.

Metered water and fuel

11. the cost that **you** incur for any metered water and fuel used at the **insured 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.

Unauthorised use of utilities

12. the cost to you of any metered water, gas or electricity that you did not use, but you are legally responsible for due to a third party using your metered water, gas and electricity without your authorisation provided that you discover the unauthorised or unlawful use during the period of insurance.

Accidental discharge of gas system

13. the necessary and reasonable costs that you incur to refill the cylinders of any gas flooding system installed at the insured premises, following accidental discharge of the system during the period of insurance.

Extinguisher and alarm re-setting expenses

14. the necessary and reasonable costs and expenses **you** incur in order to refill fire extinguishing appliances, replace sprinkler heads and reset the fire or intruder alarm system following **damage** covered under this section.

Loss prevention costs

15. the necessary and reasonable costs **you** incur to protect the **contents** from imminent **damage** that would be covered under this section.

Removal of debris

16. the reasonable costs and expenses you incur for clearance of the debris of contents from the insured premises or the area immediately adjacent following damage covered under this section.

Money

- 17. damage occurring during the period of insurance to money held in connection with your activities:
 - a. at the insured premises while open for business;
 - b. at the insured premises in a locked safe;
 - c. whilst at an employee's home; or
 - d. whilst in transit within the United Kingdom.

Defective title – art and collections

- 18. if, during the **period of insurance**, someone claims that an item of **art and collections** is not rightfully **yours** and **you** are legally obliged to return the item to its rightful owner because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it, or the agreed value if the item is individually valued in the schedule or contained in any valuation lodged with **us** and this value is less. **We** will only do this if:
 - a. you bought the item during the period that the fine art has been insured with us; and
 - b. **you** made reasonable enquiries about the item's provenance before **you** bought it.

Outdooritems

19. damage occurring during the period of insurance to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors within the confines of the insured premises.

Refrigerated stock

- 20. the necessary and reasonable costs and expenses **you** incur to replace spoiled refrigerated stock stored in a refrigeration unit at the **insured premises** where such spoilage was caused by:
 - a. a fault in the refrigeration unit;
 - b. escape of refrigerant; or
 - c. failure of the public supply of electricity or gas, unless the failure is as a result of a deliberate act of the supply authority to withhold or restrict supply,



Section wording – your schedule will show whether this section is covered under your policy

occurring during the **period of insurance**, provided that the refrigeration unit is:

- i. less than five years old at the date of loss; or
- ii. maintained under annual contract by a suitably qualified refrigeration engineer.

Continuing hire charges

21. continuing hire charges for contents hired in by you while such contents are being repaired or until permanently replaced as a direct result of damage covered under this section, provided you are legally liable for such costs.

Crime

- 22. **your** direct financial loss if, during the **period of insurance** and in the performance of **your activities**, **you** discover a loss from **crime**, provided:
 - a. the crime was committed during the period that your contents have been continuously insured with us; and
 - b. the **crime** was not committed after any director, partner, trustee, committee member, senior manager or officer of **you** first becomes aware of any **crime** committed by the person under a contract of service with **you**.

Undamaged fixtures and fittings

23. tenant's fixtures and fittings if your lease is cancelled by the lessor as a consequence of damage occurring during the period of insurance to the insured premises, provided the cancellation is a valid condition of your and that you are unable to save such fixtures and fittings. We will only cover undamaged fixtures and fittings where the schedule shows a limit for fixtures and fittings.

Contents temporarily elsewhere

- 24. damage occurring during the period of insurance to contents, excluding handheld devices, temporarily elsewhere in the United Kingdom, including while:
 - at the home of any director, partner, trustee, committee member, employee or volunteer of yours;
 - at any location where you are attending a promotional event, demonstration, trade fair or exhibition in connection with your activities, excluding saddlery and tack;
 - c. at any location for the purpose of cleaning, maintenance, repair or restoration; and
 - d. in transit.

Personal assault following robbery or attempted robbery

25. compensation as stated in the schedule if any director, partner, trustee, committee member, employee or volunteer of yours is physically injured in the course of your activities in a robbery or attempted robbery within the geographical limits occurring during the period of insurance 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.

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;
 - 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, 20. Refrigerated stock;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an **unattended vehicle** unless the item is completely hidden within the storage compartment, locked boot or locked trailer of the vehicle and all security measures on the vehicle or trailer are fully operational;
 - f. theft of unattended property away from any specified or unspecified insured premises unless the item is stored in a securely locked room, building, horse trailer or horse box:
 - g. a virus or hacker.
- 2. damage to any item being cleaned, worked on or maintained.



Section wording – your schedule will show whether this section is covered under your policy

- 3. damage to any item directly resulting from its own failure.
- 4. loss or distortion of information resulting from error or malfunction of **contents**.
- 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, other than the direct physical theft of **property** and **money**. This does not apply to the cover under **What is covered**, 22. Crime.
- consequential, indirect or financial losses of any kind, other than as provided under What is covered, Additional cover.
- 11. 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.
- 12. the amount of the excess.
- 13. 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 13a or 13b above, it will be for **you** to show that the exclusion does not apply.

- 14. damage to, or theft of any horse or livestock.
- 15. any theft not involving forcible and violent means, including theft of any items kept outside of any **building** or structure.
- 16. damage to any item while:
 - in transit by courier or postal service where the method of delivery does not require a recipient's signature on receipt;
 - b. stowed in the hold of any aircraft or watercraft, whether in transit or otherwise; or
 - c. in the care, custody or control of any airport or seaport operator or any agent of any airport or seaport operator.
- 17. damage to money at any excluded location.

Special conditions

Change of insured premises

- lf:
- 1. you notify us that you are changing insured premises; and
- we agree to cover you for damage to contents at your new insured premises after you move;

we will continue to insure you for damage to contents contained in your former insured premises. This cover will be provided:

- a. for a maximum of 30 days from the date cover starts at the new insured premises; or
- b. until the keys to the former **insured premises** are returned by **you**; or



Section wording – your schedule will show whether this section is covered under your policy

c. until **we** cease to provide any cover for **damage** to **contents** at **your** new **insured premises**;

whichever is the soonest. If the cover for **damage** to **contents** is provided on a different basis at the new **insured premises**, the cover provided under this Special condition for **damage** to **contents** at the former **insured premises** will continue on the same basis as that which previously applied.

The cover provided under this Special condition does not increase the amount insured.

Saddlery and tack

You must store saddlery and tack, except when used away from the insured premises, within buildings. Cover for theft of saddlery and tack is subject to forcible and violent entry or exit of these buildings.

How much we will pay

We will pay up to the amount insured stated in the schedule unless amended below or in the schedule.

Repair and replacement

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

- for contents, other than stock, hired-in equipment, prototypes, art and collections, personal effects and employees' cycles, the cost of repair or replacement as new.
- 2. for **stock** other than second-hand merchandise goods, merchandise goods which have been sold but not delivered and goods held in trust, the cost of repair or replacement at the cost price to **you**.
- for second-hand merchandise goods, the cost of repair or replacement at the trade market value.
- 4. for merchandise goods which have been sold but not delivered, the agreed contract price.
- 5. for hired-in equipment, the lesser of:
 - the extent of your legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
 - b the costs of repair of the hired-in equipment; and
 - the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
- 6. for goods held in trust, the lesser of:
 - a. your liability in respect of the goods held in trust; and
 - b. the cost of repair or replacement at the trade market value of such goods.
- 7. for **prototypes**, the cost to **you** of the materials necessary to reinstate the **prototype** to the same condition as it was in immediately prior to **damage** occurring.
- 8. for **art and collections**, the agreed value of any lost or damaged item which is individually valued in the schedule or contained in any valuation lodged with **us**. 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 **art and collections** 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 the amount stated in the schedule.
- for personal effects, the cost of repair or replacement as new, but not more than the amount stated in the schedule for each incident of loss.
- for employees' cycles, the cost of repair or replacement as new, but not more than the amount stated in the schedule for each incident of loss.

Pairs 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.



Section wording – your schedule will show whether this section is covered under your policy

Other interests

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

Money

The most **we** will pay for each and every claim relating to **What is covered**, 17. **Money** is £2.500.

Contents temporarily elsewhere

The most **we** will pay for each and every claim relating to **What is covered**, 24. Contents temporarily elsewhere is £50,000 or the total of the amount insured for **contents**, whichever is less, except for 24.b. where the most **we** will pay for promotional events, demonstrations, trade fairs or exhibitions is £10,000 for each and every claim.

Personal assault following robbery or attempted robbery

We will not pay compensation under more than one heading in the schedule for the same injury in relation to **What is covered** 25. Personal assault following robbery or attempted robbery.

Inflationary provision cover

Provided that you advise us of the replacement value of the contents at the beginning of each period of insurance, the amount insured will automatically be increased by an additional percentage to take account of any inflationary increases over the period of insurance. Your schedule will show if Inflationary provision cover applies and the additional percentage amount.

Under insurance

If, at the time of damage, we establish that:

- 1. the amount insured; or
- the declared amount, where you have selected a first loss limit which is stated on the schedule;

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
 - 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.

Index linking

If you decide to renew this section with us, we will automatically adjust the amount insured or declared amount, as appropriate, for contents for the subsequent period of insurance in line with any change in nationally publicised indices. You should advise us if you do not want us to increase the amount insured or declared amount in this manner. However, we will not reduce the amount insured or declared amount without your consent.

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. notify us promptly of any claim that an item of art and collections is not rightfully yours;
- 3. notify **us** of any loss from **crime** within ten working days of its discovery by **you**;
- 4. report to the police or relevant local authority, as soon as reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and



Section wording – your schedule will show whether this section is covered under your policy

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

Backing-up electronic data

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

Hiring in equipment

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

We will not make any payment under this section in respect of any incident occurring while you are not in compliance with 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.

Protections

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

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

Unoccupancy

You must tell us immediately if the insured 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 for damage occurring while the insured premises is unoccupied.

Building works

If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings at the insured premises and the estimated cost is more than £75,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out. If you do not tell us, we will not make any payment for damage directly or indirectly caused by or resulting from the building works.

 $\textbf{You} \ \text{do not have to tell } \textbf{us} \ \text{if the work is for redecoration only}.$

Unauthorised use of utilities

If the **insured premises** is not occupied by **you**, **you** must inspect the **insured premises** at least weekly and take action to prevent further losses as any potential unauthorised use is discovered.

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

Cash, bank and currency notes in transit

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

- a. between £2,000 and £6,000 is carried by at least two able bodied adults;
- b. between £6,001 and £10,000 is carried by at least three able bodied adults;
- c. in excess of £10,001 is carried by a Security Industry Authority approved cash and valuables in transit company.

Please check ${\bf How\ much\ we\ will\ pay},\ {\bf Money}$ to see what cover ${\bf you}$ have for ${\bf money}$ as it may be lower than the above limits.

We will not make any payment under this section in respect of any incident relating to money occurring whilst you are not in compliance with these conditions unless you can demonstrate



Property – contents – section 2Section wording – your schedule will show whether this section is covered under your policy

that such non-compliance could not have increased the risk of the ${\bf damage}$ occurring in the circumstances in which it occurred.



Section wording – your schedule will show whether this section is covered under your policy

Please read the schedule to see if your loss of income, loss of gross profit, increased costs of working or additional increased costs of working are covered or if a first loss limit or flexible business interruption cover applies.

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

Special	definitions
for this	section

Accidental bodily injury

Any identifiable bodily injury, including illness solely and directly resulting from the injury, to a **key person** which is caused by an accident occurring at an identifiable time and place during the **period of insurance** and which results in the **key person's** death or **disablement**.

Additional increased costs of working

The additional costs and expenses, not including the costs of **reconstitution of data**, reasonably incurred by **you** with **our** prior consent in order to continue **your activities** or minimise **your** loss of **income** or loss of **gross profit** during the **indemnity period** and not limited to the reduction in **income** or **gross profit** saved.

Additional research expenditure

The additional costs and expenses reasonably incurred by **you** with **our** prior consent in order to restore **your research projects** to the state they were in prior to any **insured damage**.

Alternative hire costs

The additional costs and expenses reasonably incurred by **you** for the necessary hire of a substitute item of similar type and capacity either while insured **property** is being repaired or until permanently replaced, following **insured damage**.

Annualised amount insured

The amount insured divided by the indemnity period multiplied by 12.

Annualised declared amount

The **declared amount** for **your actual income** or **gross profit** divided by the **indemnity period** multiplied by 12.

Computer system

Any computer network, hardware, **software**, information technology and communications system, including any email, intranet, extranet or website.

Cyber-attack

Any financial harm caused to you due to:

- the activities of a third-party who specifically targets you alone by maliciously blocking electronically the access to your computer system, programs, or data held electronically by you or on your behalf; or
- b. a hacker who specifically targets you alone.

Disablement

A condition which, in the opinion of a qualified medical adviser approved by **us**, entirely prevents the **key person** from attending to their duties on **your** behalf.

First loss limit

Any **amount insured** stated in the schedule as a first loss limit, where, with **our** consent, **you** have selected a limit that is less than **your** declared **income** or **gross profit**.

Flexible business interruption cover

Any combination of your loss of income, loss of gross profit, additional research expenditure, increased costs of working or additional increased costs of working.

Illness

An illness or disease contracted by a **key person** which first becomes apparent during the **period of insurance** and which results in the **key person's disablement**.

Increased costs of working

The costs and expenses necessarily and reasonably incurred by **you** for the sole purpose of minimising the reduction in **income** from **your activities** during the **indemnity period**, but not exceeding the reduction in **income** saved.

Indemnity period

The period, in months, beginning at the date of the **insured damage** or the date the restriction is imposed, and lasting for the period during which **your income** is affected as a result of such **insured damage** or restriction, but for no longer than the number of months stated in the schedule.

Infectious equine disease

Any of the following infectious equine diseases subject to confirmation by a **suitably qualified veterinary surgeon**:



Section wording – your schedule will show whether this section is covered under your policy

- a. Equine influenza disease;
- b. Equine streptococcus equi (strangles) disease;
- c. Equine venereal disease.

Key person

Any of **your** directors, partners, trustees, in-house counsel or senior managers in actual control of **your** operations aged between 18 and 70 inclusive at the start of the **period of insurance**.

Lottery

The following prize draws and competitions:

- a. UK National Lottery prize draws including scratch cards;
- b. UK National Football Pools;
- c. Littlewoods Pools;
- d. Vernons Pools;
- e. Euro Millions Lottery; or
- f. UK Premium Bond prize draw.

Rate of gross profit

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

Research projects

Your activities directly related to **your** development of new products or services or improvements to existing products or services.

Specified customer

Any direct customer of **yours** operating and based at the address individually stated in the Business interruption section of the schedule.

Specified disease

Any of the following diseases:

- a. acute encephalitis;
- b. anthrax;
- c. cholera;
- d. dysentery;
- e. legionellosis;
- f. legionnaires disease;
- g. leptospirosis;
- h. paratyphoid fever;
- i. rabies; or
- j tetanus.

Quarantine stable

A separate enclosure designated for **infectious equine disease** isolation and other equine infectious disease isolation located well away from high traffic areas associated with other barns, training areas and other **horses**.

Specified supplier

Any supplier of **yours** operating and based at the address individually stated in the Business interruption section of the schedule.

What is covered

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

Financial losses from insured damage

- 1. insured damage to property:
 - a. insured under any Property section of this policy; or
 - insured elsewhere, but not under this policy, provided the damage occurred while the property was contained in the insured premises;

Denial of access

insured damage in the vicinity of the insured premises which prevents or hinders your access to the insured premises;



Section wording – your schedule will show whether this section is covered under your policy

Non-damage denial of access

 an incident occurring during the period of insurance within a one mile radius of the insured premises which results in a denial of access or hindrance in access to the insured premises, imposed by any civil or statutory authority or by order of the government or any public authority, for more than 24 consecutive hours;

Bomb threat

4. your total inability to access the insured premises due to restrictions imposed by the police or the British Armed Forces caused by the presence or suspected presence of an incendiary or explosive device within the insured premises or in the vicinity of the insured premises during the period of insurance, provided that such restriction applies for more than four hours and subject to our liability being limited to the actual period that total access is denied. No cover will be provided if actual damage is caused by the device;

Unspecified customers

 insured damage, other than loss or damage caused by flood or earth movement, arising at the premises of any of your direct customers, operating and based in the European Union (including in the United Kingdom or Gibraltar), other than any specified customer;

Specified customers

6. insured damage arising at the premises of any specified customer;

Unspecified suppliers

7. insured damage, other than loss or damage caused by flood or earth movement, arising at the premises of any of your suppliers, operating and based in the European Union (including in the United Kingdom or Gibraltar), other than any specified supplier. This does not apply to any supplier of water, gas, electricity or telecommunications services;

Specified suppliers

8. insured damage arising at the premises of any specified supplier;

Public utilities

- 9. failure in the supply of:
 - a. water;
 - b. gas; or
 - c. electricity;

to the **insured premises** for more than 24 consecutive hours caused by **insured damage**, other than **damage** caused by **flood** or **earth movement**, to:

- any land based premises of a service provider operating and based in the European Union (including in the **United Kingdom** or Gibraltar);
- ii. the terminal feed to the insured premises; or
- iii. underground cables conveying such services from the service provider to the insured premises;

For cover following a failure in the supply of public utilities, **damage** shall be considered as **insured damage** where it is self-insured by the utility provider;

Telecommunications and internet service providers

- 10. failure in the supply of:
 - a. telecommunications; or
 - b. internet services;

to the **insured premises** for more than 24 consecutive hours caused by **insured** damage, other than damage caused by **flood** or **earth movement**, to:

- any land based premises of a service provider operating and based in the European Union (including in the **United Kingdom** or Gibraltar);
- ii. the terminal feed to the insured premises; or
- underground cables conveying such services from the service provider to the insured premises.

For cover following a failure in the supply of telecommunications or internet services, **damage** shall be considered as **insured damage** where it is self-insured by the provider of such services;

Public authority

- 11. **your** inability to use the **insured premises** due to restrictions imposed by a public authority during the **period of insurance** following:
 - a. a murder or suicide;



Section wording – your schedule will show whether this section is covered under your policy

- an occurrence of any human infectious or human contagious disease, an outbreak
 of which must be notified to the local authority;
- injury or illness of any person traceable to food or drink consumed on the insured premises:
- d. defects in the drains or other sanitary arrangements;
- e. vermin or pests at the insured premises;

Cyber-attack

12. cyber-attack, provided:

- a. the interruption lasts for a continuous period of more than 12 consecutive hours during the period of insurance; and
- b. **you** first discover the attack during the **period of insurance**:

However, we will not make any payment for:

- any cyber-attack carried out by any person who was, is or during the period of insurance becomes your partner, director, trustee, in-house counsel or senior manager in actual control of your operations;
- any cyber-attack affecting any internet service provider, telecommunications provider, cloud provider but not including the hosting of hardware and software that you own, or other utility provider. This exclusion does not apply where you provide such services as part of your business;
- iii. any actual or alleged loss, theft or infringement of intellectual property;
- iv. any actual or alleged infringement, use, misappropriation or disclosure of a patent or trade secret;
- v. confiscation: or
- vi. war or nuclear risks.

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

Infectious equine disease

- 13. an occurrence of an infectious equine disease first manifested during the period of insurance which is entirely beyond your control and you were unaware of prior to the beginning of this period of insurance. This does not include:
 - a. costs for cleaning, repair, replacement, recall or checking of any property;
 - any losses incurred in excess of the first 14 days after discovery of an infectious equine disease;
 - any losses incurred away from the originating site (which can be any location where your activities have taken place) of the occurrence of an infectious equine disease.

Additional cover

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

Hacker damage

14. Following a cyber-attack covered under this section, we will pay the reasonable and necessary expenses incurred with our prior written agreement in replacing or repairing your computer system, programs or data you hold electronically to the same standard and with the same contents before it was damaged, destroyed, altered, corrupted, copied, stolen or misused.

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

Employees' lottery win

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

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

the employees resign within 14 days from the date of their **lottery** win; and



Section wording – your schedule will show whether this section is covered under your policy

ii. the **lottery** win is greater than £100,000 per person.

Cancellation and abandonment

- 16. If, as a sole and direct result of an unforeseen incident or event which occurs during the period of insurance and is entirely beyond your control, a promotional event for your activities are necessarily and unavoidably postponed, abandoned, cancelled or relocated, we will pay the costs and expenses incurred by you, provided that the promotional event is:
 - a. organised by you in connection with your activities; and
 - b. due to take place within the United Kingdom.

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

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

Key persons

- 17. If a key person suffers accidental bodily injury or contracts an illness which lasts for more than 28 days, we will pay you for the expense you incur in replacing that key person, less any savings you are able to make in order to avoid or reduce a loss. However, we will not make any payment where the accidental bodily injury to or illness of a key person is directly or indirectly caused by or results from:
 - a. any emotional or psychiatric disorder or condition;
 - the **key person** taking or using drugs or controlled substances (other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the **key person**);
 - c. the **key person** committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
 - d. any criminal act by you or the key person;
 - e. pregnancy or any condition connected with pregnancy or childbirth; or
 - f. any physical defect, infirmity or medical condition known to the key person at the inception date of this policy, unless the defect, infirmity or condition has been without the need for any medical advice or medical treatment during the 24-month period preceding that key person suffering the accidental bodily injury or contracting the illness.

Veterinary vaccination costs

18. Upon confirmation of any horse having an infectious equine disease we will pay the vaccination costs of any un-infected horse at the insured premises where any infected horse is located.

What is not covered

We will not make any payment:

- for any interruption to your activities directly or indirectly caused by, resulting from or in connection with:
 - a. terrorism. This does not apply to the cover under What is covered, 4. Bomb threat;
 - any virus which indiscriminately replicates itself and is automatically disseminated on a global or national scale or to an identifiable class or sector of users unless created by a hacker;
- 2. if your activities are discontinued permanently or if a liquidator or receiver is appointed;
- for any interruption or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any communicable disease or the fear or threat of any communicable disease. However, this exclusion does not apply to:



Section wording – your schedule will show whether this section is covered under your policy

- a. What is covered, Public authority 11.b. in respect of any specified diseases; or
- What is covered, 13. Infectious equine disease in respect of any infectious equine disease.
- 4. for any interruption to **your activities** directly or indirectly caused by, resulting from or in connection with **damage** to or theft of **horses** or **livestock**.

How much we will pay

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

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

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

Loss of income

The difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working** and **alternative hire costs**.

Loss of gross profit

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

Outstanding debts

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

Accountant's charges

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

Specified customers

The most we will pay for insured damage arising at each premises of your specified customer is the amount stated in the schedule. If your customer is not individually stated in the Business interruption section of the schedule, cover may apply under What is covered, Unspecified customers. Please check your schedule to see what cover you have for insured damage at the premises of your customers.

Specified suppliers

The most **we** will pay for **insured damage** arising at each premises of **your specified supplier** is the amount stated in the schedule. If **your** supplier is not individually stated in the Business interruption section of the schedule, cover may apply under **What is covered**, Unspecified suppliers. Please check **your** schedule to see what cover **you** have for **insured damage** at the premises of **your** suppliers.

Employees' lottery win

The most **we** will pay for all losses arising from one or more of **your** employees resigning from their posts with **you** as a direct consequence of their securing a win in a **lottery** is the amount stated in the schedule.

Cancellation and abandonment

For the cover provided under **What is covered**, 16. Cancellation and abandonment, **we** will pay the costs and expenses that **you** have paid or must legally pay and are unable to recover, less any savings that **you** are able to make which would have been incurred by **you** in organising the promotional event.

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

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

Key person cover

We will pay the expense you incur up to the amount stated in the schedule.

If a **key person** is suffering from temporary **disablement**, **we** will pay only for the period of that **key person**'s **disablement** and **we** will consider the **key person** to have made a recovery when he or she is able to engage in and perform the major duties of his or her role for **you**.



Section wording – your schedule will show whether this section is covered under your policy

Business trends

The amount **we** pay for loss of **income** will be amended to reflect any special circumstances or business trends affecting **your activities**, either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the **insured damage** or restriction had not occurred.

Under insurance

If, at the time of insured damage or restriction, we establish that:

- the annualised amount insured: or
- the annualised declared amount, where you have selected a first loss limit which is stated on the schedule;

does not represent **your** actual **income** or **your** actual **gross profit** during the 12 months immediately preceding the date of the **insured damage** or restriction, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared **your** actual **income** or **your** actual **gross profit**.

We will only apply this calculation if:

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

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

Infectious equine disease

The most we will pay for all losses arising from an occurrence of an infectious equine disease is £10,000 in the aggregate for the period of insurance.

Veterinary vaccination costs

The most **we** will pay for losses arising from any veterinary vaccination costs is £50 for any one **horse** treated and £1,000 in the aggregate for the **period of insurance**.

Your obligations

If any damage occurs

We will not make any payment under this section unless you notify us promptly of any damage or event which might prevent or hinder you from carrying on your activities.

Cancellation and abandonment

For the postponement, abandonment, cancellation or relocation of any promotional event for **your activities you** must take reasonable steps to prevent or mitigate any loss including, but not limited to taking reasonable steps to:

- a. ensure that there is an agreement evidenced in writing between **you** and any third-party engaged by **you** for the promotional event;
- b. rearranging a cancelled or abandoned promotional event; and
- c. ensure that any **property** to be used at the promotional event arrives in good time.

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.

Property insurance

Where the **damage** involves property **you** own or are legally responsible for, **we** will not make any payment unless **you** have property insurance in force covering the **damage** and payment has been made, or liability admitted, under that insurance for the **damage**.

Accounts records

You must keep a record of all amounts owed to **you** and keep a copy of the record away from the **insured 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.

Backing-up electronic data

You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the location where the electronic data is normally held. If **you** do not, **we** may reduce any payment **we** make under **What is covered**, 12. Cyber-attack by an amount equal to the detriment **we** have suffered as a result.



Section wording – your schedule will show whether this section is covered under your policy

Infectious equine disease

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

- a. all new horses have recent veterinary certification and or confirmation that the horse has been tested and is free from disease before being allowed with other horses. Any new horse without a recent veterinary certification and or confirmation must be kept in a separate quarantine stable which is sufficiently isolated as to not pose any risk of potential transmission and must undergo such veterinary tests before being allowed in contact with other horses;
- b. any **horse** confirmed or suspected of having an **infectious equine disease** is kept in a separate **quarantine stable** which is sufficiently isolated as to not pose any risk of potential transmission and must undergo veterinary treatment and / or vaccination to obtain veterinary certification and /or confirmation that the **horse** has been tested and is free from disease and is allowed in contact with other **horses**.
- the quarantine stable must have supervised oversight by an individual knowledgeable in disease control and guarantine procedures.
- all animal caregivers must take precautionary measures to restrict contamination of other horses through hands, clothing, equipment or saddlery and tack.



Employers' liability - section 4

Section wording – your schedule will show whether this section is covered under your policy

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

Special definitions for this section

Bodily injury

Death or any bodily or mental injury or disease.

Defence costs

Costs incurred with our prior written agreement to investigate, settle or defend a claim against you.

Employee

Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man working for **you** in connection with **your business** who is:

- a. employed by you under a contract of service or apprenticeship;
- b. hired to or borrowed by you;
- c. under your control or supervision and is self-employed or working on a labour-only basis;
- d. engaged by labour-only sub-contractors;
- a labour master or a person supplied by him;
- f. engaged under a work experience or training scheme;
- g. a voluntary helper.

Terrorism

An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

What is covered

Claims against you

If any **employee** brings a claim against **you** for **bodily injury** caused to them during the **period of insurance** arising out of their work for **you** within the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

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.

Criminal proceedings

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

Claims against principals

If, as a result of **your business**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against any other party with whom **you** have entered into a contract or agreement in connection with **your business** and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such party that **we** would have made to **you**, provided that they:

- a. have not, in our reasonable opinion, caused or contributed to the claim against them;
- accept that we can control the claim's defence and settlement in accordance with the terms of this section;
- c. have not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. give **us** the information and co-operation **we** reasonably require for dealing with the claim.

Unsatisfied court judgments

If any **employee** obtains a judgment for damages following **bodily injury** against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, **we** will pay to the **employee** at **your** request the amount of any unpaid damages and awarded costs provided that:



Employers' liability - section 4

Section wording – your schedule will show whether this section is covered under your policy

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

Cyber claims

We will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber-attack, hack or other computer or cyber-related incident.

Additional cover

Court attendance compensation

If any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or any other **employee** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered

We will not make any payment for:

1. any claim or part of a claim or loss directly or indirectly due to:

Deliberate or reckless acts

a. any act, breach or omission you deliberately or recklessly commit, condone or ignore.

Offshore

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.

Road traffic legislation

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.

Placed personnel

d. any bodily injury to any person supplied by you to a client under contract.

Claims outside the applicable courts

2. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

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

How much we will pay

We will pay up to the limit of indemnity stated in the schedule, unless limited below.

All claims, losses and **defence costs** relating to one or more **employees** which arise from any one incident or event will be regarded as one claim. This includes such claims, losses and **defence costs** arising after, as well as during, the **period of insurance**, but does not include criminal proceedings costs.

Special limits

Terrorism

The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount stated 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 stated in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against you during the period of insurance.

Additional cover

Court attendance compensation

We will pay you compensation, as stated in the schedule, for each day or part day that any of your directors, partners, trustees, committee members, senior managers or officers in actual control of your operations or other employees are required to attend court in relation to a claim covered under this section. The most we will pay for the total of all court attendance covered under this section is stated in the schedule.



Employers' liability - section 4

Section wording – your schedule will show whether this section is covered under your policy

Your obligations

You must provide us with the following information for each entity insured under this section of the policy:

- 1. employer name; and
- 2. full address of employer including postcode; and
- 3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, **you** must confirm to **us** which of the following reasons applies:

- a. the entity has no employees; or
- b. all staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. the entity is not registered in England, Wales, Scotland or Northern Ireland.

You must inform us immediately of any changes to the above information.

If a problem arises

- 1. We will not make any payment under this section unless you notify us:
 - a. immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section for or arising out of **bodily injury**:
 - b. promptly of any:
 - i. other claim or anything which may give rise to any other claim; or
 - ii. threatened criminal action by any governmental, administrative or regulatory body.

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: UKSC Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.

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 that **we** have suffered as a result.

Control of defence

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

Compulsory insurance clause

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

Employers' liability tracing office

Your policy details will be added to the employers' liability database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the employers' liability insurer of an employer at a particular point in time.

You can find out more:

- from **your** insurance adviser (if **you** have one); or
- by contacting us; or
- at www.elto.org.uk.



Public and products liability - section 5

Section wording – your schedule will show whether this section is covered under your policy

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

Special definitions for this section

Abuse or molestation Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy,

mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a

sexual motive.

Abuse or molestation retroactive date

The date stated as the retroactive date in the abuse or molestation cover in the schedule.

Bodily injury Death, or any bodily or mental injury or disease of any person.

Computer system Any computer network, hardware, software, information technology and communications

system, including any email, intranet, extranet, website or data held electronically.

Defence costsCosts incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**.

Denial of accessNuisance, trespass or interference with any easement or right of air, light, water or way.

Drone Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.

Employee Any person working for you in connection with your business who is:

a. employed by you under a contract of service or apprenticeship;

b. hired to or borrowed by you;

c. under your control or supervision and is self-employed or working on a labour-only basis;

d. engaged by labour-only sub-contractors;

e. a labour master or a person supplied by him;

f. engaged under a work experience or training scheme;

g. a voluntary worker engaged with your permission.

The failure of any of **your products** or any service, process or system provided or managed

by **you** to perform the function or serve the purpose for which it was intended.

Member Any person:

a. officially registered as a member of **your business**;

b. who is a prospective member of **your business**;

c. undertaking club activities on your behalf, including invited judges and stewards.

Misuse of a computer system

Inefficacy

Any unauthorised or malicious act, or threat of any unauthorised or malicious act, involving the use or operation or processing of or access to any **computer system**.

Personal injury False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction

of a person from, a room, dwelling or premises that they occupy.

Pollution Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

Products Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered,

tested, serviced, maintained, repaired, cleaned or treated by you.

Property damage Physical loss of or damage to or destruction of tangible property including the resulting loss of

use of such property.

Tool of tradeMobile plant or equipment being used where insurance or security is not required under the

provisions of any road traffic legislation. This does not include drones.

You/your Also includes any person who was, is or during the period of insurance becomes your director,

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Public and products liability - section 5

Section wording – your schedule will show whether this section is covered under your policy

partner, trustee, committee member, senior manager or officer in actual control of your operations.

What is covered

Claims against you

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

- a. bodily injury, other than abuse or molestation, or property damage occurring during the period of insurance;
- b. personal injury or denial of access committed during the period of insurance,

we will indemnify you against the sums you have to pay as compensation.

This includes a claim against any **employee** when they are acting on **your** behalf in whatever capacity.

We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.

Claims against members

If, as a result of riding or riding sport activities within **your** riding club, riding school or equestrian centre, a claim for:

- a. **bodily injury** or **property damage** occurring during the **period of insurance**; or
- b. **personal injury** or **denial of access** committed during the **period of insurance**,

is brought against any **member** (including a claim brought by another **member** but not a claim brought by **you**), **we** will indemnify that **member** against the sums they have to pay as compensation.

However, **we** will not make any payment for any claim for **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with that **member**

We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.

Extended indemnity

If any rider of **your horse** or a **horse** which is in **your** care, custody or control, who has received **your** express permission to ride on such **horse** for personal purpose or pleasure has a claim brought against them by any party for:

- a. bodily injury or property damage occurring during the period of insurance; or
- b. personal injury or denial of access committed during the period of insurance,

we will indemnify such rider against the sums that they have to pay as compensation.

However, **we** will not in any event make payment for any claim in which a fee has been charged and such use of the **horse** is in connection with **your business**.

Landowners' indemnity

We will indemnify any landowner as if they were **you** on whose land events or other activities organised by **you** are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only, provided that the landowner shall observe the terms, conditions, and exceptions of this **policy**.

Forestry Commission and Ministry of Defence

We will indemnify **you** under any agreement between **you** and the Forestry Commission and/or the Ministry of Defence in respect of liability assumed under the terms of the agreement, provided that **we** shall not be liable for:

- a. liquidated damages, fines or penalties;
- b. damage to any contract works; or
- c. damage to materials, plant or equipment used in performance of the contract by the insured, their principals or subcontractors.

To the extent that may be required by such contract or agreement **we** will waive rights of subrogation against any party specified in the contract or agreement.



Public and products liability – section 5

Section wording – your schedule will show whether this section is covered under your policy

Abuse or molestation claims

If, as a result of your business, any party brings a claim against you during the period of insurance for abuse or molestation committed after the abuse or molestation retroactive date, we will indemnify you against the sums you have to pay as compensation.

This includes a claim against any employee when they are acting on your behalf in whatever capacity. However, we will not in any event provide cover to any party who commits, condones or ignores any abuse or molestation.

We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.

Overseas personal liability

We will indemnify you and if you so request, any of your directors, partners, trustees, committee members, employees or the spouse of any such person against legal liability as a result of bodily injury, property damage or personal injury, which falls within the scope of What is covered, Claims against you, incurred in a personal capacity whilst temporarily outside the United Kingdom:

- arises out of:
 - any loss of a third-party's key or electronic pass card;
 - any failure to secure a third-party's premises;
 - the ownership or occupation of land or buildings; or
- is covered by any other insurance.

Claims against principals

If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against any:

- party individually stated in the Public and products liability section of the schedule under Named third parties; or
- other party with whom you have entered into a contract or agreement in connection with your business;

and you are liable for that claim, we will treat such claim as if it had been made against you and make the same payment to such party that we would have made to you, provided that they:

- have not, in **our** reasonable opinion, caused or contributed to the claim against them;
- ii. accept that we can control the claim's defence and settlement in accordance with the terms of this section;
- have not admitted liability or prejudiced the defence of the claim before we are notified of it:
- give us the information and co-operation we reasonably require for dealing with the claim.

Cross liabilities

If more than one insured is named in the schedule, we will deal with any claim as though a separate policy had been issued to each of them provided that our liability in the aggregate shall not exceed the applicable limit of indemnity stated in the schedule.

Criminal proceedings costs

If, during the period of insurance, any governmental, administrative or regulatory body brings any criminal or regulatory action or proceedings against you or any employee directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action or proceedings. However, we will only pay the costs incurred to defend any allegations of abuse or molestation covered under this section up to the date of any judgment or other final adjudication against the employee or an admission by the employee that an act of abuse or molestation did occur.

Loss of third-party keys

If, during the period of insurance and as a result of your business, you lose any key or electronic pass card belonging to a third party for which you are legally responsible, and that party brings claim against you, we will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards.

Failure to secure third-party premises If, during the period of insurance, you fail to secure the premises of a third party where you have been carrying out your business, and that party brings claim against you, we will pay the sums you have to pay as compensation to such third-party, provided that you have taken reasonable steps to secure the premises as required by that third-party.

Unauthorised use of third-party If, during the period of insurance and as a result of your business, any of your employees uses a third-party's telephone system without authority, including any mobile or internet-based



Public and products liability - section 5

Section wording – your schedule will show whether this section is covered under your policy

telephones by your employees

telephone network, and that party brings claim against **you**, **we** will pay the sums **you** have to pay as compensation to such third party, provided that **we** are notified within three months of the unauthorised use.

Defective Premises Act

If, during the **period of insurance**, **you** dispose of any premises in connection with **your business** and any party brings a claim against **you** under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975, **we** will pay for the sums **you** have to pay as compensation. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

We will not in any event make any payment for any:

- a. liability where **you** are entitled to cover under any other insurance;
- costs of remedying any actual or alleged defect, which if not remedied may result in a claim.

Additional cover

Horses under your care, custody and control

We will indemnify **you** against the sums **you** have to pay as compensation as a result of injury illness or disease (fatal or non-fatal) occurring during the **period of insurance** to **horses** in **your** care custody or control.

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.

We will not in any event make any payment for any:

- intentional slaughter except where we have agreed to the destruction or where a
 suitably qualified veterinary surgeon has certified that destruction is imperative for
 humane reasons. In such cases we shall have the right to a post mortem examination
 carried out by a suitably qualified veterinary surgeon;
- b. injury, illness or disease directly or indirectly caused by or arising from any malicious or willful act by **you** or any of **your employees**;
- c. consequential loss other than veterinary bills or the increased cost of keeping an injured or sick horse for a period not exceeding 12 months;
- d. injury to any mare occurring while it is:
 - i. being covered by a stallion;
 - ii. in the vicinity of a stallion for the specific purpose of covering whether or not covering actually takes place;
 - iii. at stud and injury is directly attributable to the mare being in foal.
- e. injury, illness or disease directly or indirectly arising out of the administration of any medicament or treatment by **you** or any of **your employees** unless under the direction of a **suitably qualified veterinary surgeon**;
- f. injury, illness or disease to any **horse** owned by **you** or any member of **your** immediate family who normally reside with you.

This cover applies only if shown as operative in the schedule.

Court attendance compensation

If any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or any other **employee** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered

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

Property for which you are responsible

 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:



Public and products liability - section 5

Section wording – your schedule will show whether this section is covered under your policy

- a. vehicles or personal effects belonging to your employees or visitors, while on your premises;
- premises, including their contents, which are not owned or rented by you, where you
 are temporarily carrying out your business;
- 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;
- d. loss of a third-party's keys or electronic pass cards.
- 2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, drone, hovercraft, self-balancing motorised scooter, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

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

Injury to employees

- bodily injury to any:
 - a. employee; or
 - b. person supplied by **you** to a client under contract which occurs anywhere other than at **your** premises.

Pollution

- 4. 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.

Misuse of a computer system

5. any **misuse of a computer system** or transmission of a computer **virus**.

Professional advice

6. designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by **you**.

Treatment or care

7. the provision of or failure to provide any treatment or care of a person or animal, other than the provision of first aid in connection with **your business**.

Tour operator's liability

- 8. any **business** activity where **you** are deemed in law to be liable, purely as a result of:
 - a. the Package Travel, Package Holidays and Package Tours Regulations 1992;
 - b. any similar or successor legislation; or
 - c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.

Your products

- 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**;
 - 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;
 - c. any **products** relating to **drones** or self-balancing motorised scooters.

Inefficacy

11. inefficacy.

Deliberate or reckless acts

12. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.



Public and products liability – section 5

Section wording – your schedule will show whether this section is covered under your policy

Placed personnel

13. the actions of any person supplied by **you** to a client under contract.

Contracts

 your liability under any contract which is greater than the liability you would have at law without the contract.

War or nuclear

15. war or nuclear risks.

Terrorism

16. terrorism.

Ashestos

17. asbestos risks.

Protective headgear

18. bodily injury, personal injury, property damage or denial of access arising out of or from any person not wearing the appropriate headgear that meets current British Standards, whilst riding, including mounting and dismounting.

Sale and transfer

- 19. bodily injury, personal injury, property damage, denial of access, financial loss, consequential loss or liability arising out of or in connection with any horse which is no longer under your care, custody and control due to such horse being sold or transferred to a third party. This exclusion shall not apply to:
 - a. liability that arises from a horse still under your care, custody and control, prior to the sale or transfer of any horse and which arises in connection with such sale or transfer of any horse;
 - liability that arises after the sale or transfer of any horse only where the sale of the horse is directly related to your business.

Unaccompanied hacks

- bodily injury, personal injury, property damage or denial of access arising out of or from any unaccompanied hack at an equestrian establishments licenced in accordance with the Riding Establishments Act 1964 and the Riding Establishments Act 1970.
- B. We will not make any payment for:

Restricted recovery rights

that part of any claim where your right of recovery is restricted by any contract.

Non-compensatory payments

2. fines and contractual penalties, punitive or exemplary damages.

Claims outside the applicable courts

3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

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

Geographical limits

- 4. any claim brought against you:
 - a. resulting from any work you undertake in any country outside the geographical limits; or
 - for **bodily injury** or **property damage**, arising from any **products**, occurring in any country outside the **geographical limits**.

Excess

5. the amount of any relevant excess.

How much we will pay

We will pay up to the limit of indemnity stated 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 relevant **excess** stated in the schedule 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

Abuse or molestation

For claims brought against **you** for **abuse or molestation**, the most **we** will pay is the amount stated in the schedule for the total of all such claims and their **defence costs**.

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 and their **defence costs**.



Public and products liability – section 5

Section wording - your schedule will show whether this section is covered under your policy

Pollution

For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their defence costs. The most we will pay for defence costs in relation to **pollution** claims is the amount stated in the schedule.

Claims brought against you in USA or Canada

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

Criminal proceedings costs

The most we will pay for the costs to defend criminal or regulatory actions or proceedings is the amount stated in the schedule. This applies to all actions and proceedings brought against you and your employees during the period of insurance.

telephones by your employees

Unauthorised use of third-party For claims arising from the unauthorised use of a third-party's telephone systems, the most we will pay is the amount stated in the schedule for the total of all such claims and their defence costs.

Additional cover

Horses under your care, custody and control

The most we will pay for the total of all claims (including their defence costs) arising in any one period of insurance is £100,000.

The most we will pay for each individual claim of injury, illness or disease to a covered horse is the amount stated in the schedule.

Court attendance compensation

We will pay you compensation, as stated in the schedule, for each day or part day that any of your directors, partners, trustees, committee members, senior managers or officers in actual control of your operations or other employees are required to attend court in relation to a claim covered under this section. The most we will pay for the total of all court attendance covered under this section is stated in the schedule.

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

- We will not make any payment under this section unless you notify us:
 - immediately and in any event within seven days of:
 - a claim or anything which may give rise to a claim for or arising out of bodily injury or abuse or molestation;
 - your discovery, or the existence of reasonable grounds for your suspicion, that any director, partner, trustee, committee member or employee has committed abuse or molestation; or
 - iii. any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body.
 - promptly of any other claim or anything which may give rise to any other claim b. against you, including your discovery that products are defective.

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.

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 that we have suffered as a result.



Public and products liability - section 5

Section wording – your schedule will show whether this section is covered under your policy

Correcting problems

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

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.



Crisis containment - section 6

Section wording – your schedule will show whether this section is covered under your policy

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

Special definitions for this section

Crisis A time of severe difficulty in your activities or danger to your business as a result of an

insured incident that could, if left unmanaged, cause adverse or negative publicity of or media

attention to you or your business.

Crisis containment costs Reasonable and necessary costs incurred in utilising the services of the crisis containment

provider to limit or mitigate the impact of a crisis.

Crisis containment provider The person or company named in the schedule.

Insured incident An incident, act or problem that in your good faith opinion could potentially give rise to a

covered claim being made by you under any other section of this policy.

Working hours The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public

holiday.

What is covered

Crisis containment costs

We will pay crisis containment costs incurred within the geographical limits with our prior written consent as a direct result of a crisis commencing during the period of insurance.

Outside working hours discretionary crisis mitigation costs

We will also pay **crisis containment costs** incurred within the **geographical limits** without **our** consent in carrying out immediate work outside of **working hours** to limit or mitigate the impact of the **crisis**. Any such work done by the **crisis containment provider** will not be confirmation of cover under this or any other section of this **policy**.

What is not covered

We will not make any payment for:

- 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
 - governmental regulations which affect another country or your profession or industry; or
 - 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.



Crisis containment – section 6

Section wording – your schedule will show whether this section is covered under your policy

How much we will pay

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

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

Your obligations

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

If a crisis arises during working hours

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

We will then determine if the incident, actor 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

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**.



Section wording – your schedule will denote whether this section is covered under your policy

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

Special definitions for this section

Permanently disabled

- a. Without any use of a complete arm, hand, foot or leg; or
- b. registered blind.

You/your

The owners or tenants of the **domestic residence** and **family** at the **domestic residence**.

What is covered

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

Additional cover

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

Trace and access

we will pay for the necessary and reasonable costs you incur with our consent to locate any damage to cables, pipes and drains or the source of a gas or oil leak or of any escape of water from permanent internal plumbing, where the damage, leakage or escape first occurs during the period of insurance. We will also pay the cost to make good any damage caused as a consequence of locating the damage or source of leakage or escape.

Emergency services

we will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which you are liable following damage occurring during the period of insurance to the domestic residence not otherwise excluded.

Loss prevention costs

 we will pay for necessary and reasonable costs that you incur to protect the domestic residence from imminent insured damage occurring during the period of insurance.

Additions to domestic residence

4. we will pay for damage occurring during the period of insurance to any additions or improvements to the domestic residence once they are completed and become your legal responsibility, provided you tell us the additional values as soon as possible and pay the appropriate premium.

Selling the domestic residence

5. if you are selling the domestic residence, this policy will cover the domestic residence for the buyer from the time you exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this policy.

Discharge of oil

6. **we** will pay the necessary and reasonable additional costs and expenses **you** incur with **our** consent to clean and decontaminate the land at the **domestic residence** following accidental discharge of oil from any oil fired heating appliance or storage tank, including connected pipework, occurring during the **period of insurance**.

Solar panels and wind turbines

- 7. we will pay for:
 - a. the loss of the feed-in tariff and export tariff you would have received; and
 - b. the increase in your electricity bill,

as a direct result of **damage** to any solar panels or wind turbines covered under this section. **We** will pay for the period beginning on the date of the **damage** until the solar panels are repaired or replaced but for no longer than twelve months.

Removal of debris

8. we will pay the necessary and reasonable costs and expenses you incur for clearance of the debris of buildings from the domestic residence or the area immediately adjacent following damage covered under this section.

Emergency access

 we will pay towards the cost of repairs following forcible access to the domestic residence due to a medical emergency or to prevent or minimise damage insured under this section.



Section wording – your schedule will denote whether this section is covered under your policy

Acquired disability

- 10. if any person who permanently resides at the domestic residence, other than a domestic employee, becomes permanently disabled as a direct result of a sudden and unforeseen accident during the period of insurance, we will pay towards the cost of reasonable and necessary alterations to the domestic residence to enable such person to live there unassisted. We will only do this if:
 - we agree to the alterations and the amount of our contribution towards them before the alterations are carried out; and
 - such person allows a medical adviser chosen by us to examine them and to see all medical records, if we consider it necessary.

Environmental upgrades

- 11. if we have agreed to pay a claim for damage under this section and, as part of the agreed repair costs, you decide to install a solar, wind or geothermal power generating system to the domestic residence, we will pay towards the cost of installing such a system. We will only do this if:
 - b. the covered loss we have agreed to pay is more than £10,000; and
 - c. at the time of **damage**, there is no solar, wind or geothermal power generating system installed at the **domestic residence**.

Fly tipping

12. **we** will pay towards the reasonable and necessary costs incurred by **you** in removing rubbish and waste material which has been deposited on **your** land at the **domestic residence** without **your** permission during the **period of insurance**.

Home upgrades

13. if we have agreed to pay a claim for damage caused by the escape of water or flood, we will also pay towards the reasonable and necessary costs of improvements intended to prevent or minimise the likelihood of a future occurrence of the same type. We will only do this if the covered loss we have agreed to pay is more than £10,000.

What is not covered

We will not make any payment for:

- damage caused by:
 - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. settlement or bedding down of new structures;
 - c. settlement or movement of made-up ground;
 - d. coastal or river erosion;
 - collapse or cracking, other than damage to the main building resulting from subsidence;
 - f. subsidence:
 - to walls, gates and fences, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time and by the same cause;
 - ii. to solid floors unless the walls are physically damaged at the same time and by the same cause;
 - g. demolition, building work or groundwork on the premises
 - pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - . **storm** or **flood** to gates, fences, wind turbines, hedges, lawns, plants or trees. This exclusion shall not apply to **damage**:
 - caused by falling trees and the costs of removing fallen trees in order to carry out repairs on such property; or
 - ii. to electric gates attached to brick, concrete or stone pillars;
 - j. any **virus**.
- damage to any computers, oil and water storage tanks or electrical or mechanical plant or equipment directly resulting from its own electrical or mechanical breakdown.



Section wording – your schedule will denote whether this section is covered under your policy

- damage to contract works or site materials caused by a contractor during the course of any building works.
- 4. misuse, faulty workmanship, defective design or the use of faulty materials.
- 5. the cost of maintenance or routine redecoration.
- 6. any indirect losses which result from the incident which caused you to claim.
- 7. a. damage caused solely by pollution or contamination; or
 - any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination. This does not apply to the cover under **What is covered**,
 Discharge of oil.
- 8. the amount of the excess.
- 9. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. terrorism;
 - b. civil commotion in Northern Ireland;
 - c. war;
 - d. confiscation;
 - e. nuclear risks;
 - f. communicable disease or the fear or threat of communicable disease; or
 - 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 9a or 9b above, it will be for **you** to show that the exclusion does not apply.

10. damage to, or theft of any horse or livestock.

How much we will pay

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

Rebuilding and repair

We will pay the cost of rebuilding or repairing the **domestic residence** to a condition equal to but not better or more extensive than its condition when new, other than where provided under **What is covered**, 11. Environmental upgrades and 13. Home upgrades, provided **you** carry out the rebuilding or repair and do so without unreasonable delay.

Other costs

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

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

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

Special rebuilding conditions

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



Section wording – your schedule will denote whether this section is covered under your policy

Index linking

If you decide to renew this policy with us, we will automatically adjust the amount insured for domestic residence for the subsequent period of insurance in line with any change in nationally publicised indices. You should advise us if you do not want us to increase the amount insured in this manner. However, we will not reduce the amount insured without our consent.

Your obligations

If any damage occurs

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

- 1. notify **us** promptly of any **damage** which might be covered;
- 2. report to the police, as soon as is reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them;
- 3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Unoccupancy

You must tell us immediately if the domestic residence, including any self-contained areas of the domestic residence, will be left unoccupied or will not be used for more than 60 consecutive days.

We may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

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

Building works

If you intend to undertake any work to extend, renovate, build or demolish any part of the domestic residence and the estimated cost is more than £100,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.

If **you** do not tell **us**, **we** will not make any payment for **damage** directly or indirectly caused by or resulting from the building works.

You do not have to tell us if the work is for redecoration only.



Section wording – your schedule will denote whether this section is covered under your policy

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

Special definitions for this section

Art and collections

Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability.

Contents

The contents of the **domestic residence** which belong to **you** or for which **you** are legally responsible, including:

- computers;
- 2. art and collections;
- fixtures and fittings, decorations and general contents including, if attached to the buildings, external signs, aerials and satellite dishes; and
- pipes, ducting, cables, wires and associated control equipment within the domestic residence and extending to the public mains;

The following are not included within this definition:

- a. any mechanically propelled vehicle or mobile plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;
- b. any watercraft, marine rig or platform, hovercraft, aircraft, drone or other aerial device;
- c. the **domestic residence** itself, land and water:
- d. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;
- e. money; or
- f. any item attached to any of the above.

Family

You as the owner of the **domestic residence** and those who permanently reside with **you** including:

- a. your husband, wife or partner;
- b. children (including foster);
- c. your relatives;
- d. domestic employees.

Jewellery and valuables

Jewellery, watches, gemstones, krugerrand, gold bullion or precious metals held as commodities.

Money

Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to **you**, not including any money held in relation to the commercial business.

Personal effects

Articles worn, used or carried about the person which belong to **your** employees, volunteers or visitors to the **domestic residence** or for which such persons are legally responsible.

You/your

The owners or tenants of the **domestic residence** and **family** at the **domestic residence**.

What is covered

We will insure you against damage occurring during the period of insurance to:

- contents, other than jewellery and valuables, which are contained in the domestic residence:
- 2. **Jewellery and valuables** anywhere in the world; and



Section wording – your schedule will denote whether this section is covered under your policy

3. any other items specified in the schedule.

Additional cover

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

Money

- We will cover your money and bank cards against physical loss or physical damage which happens anywhere in the world during the period of insurance.
 - However, **we** will not make any payment for any loss arising from any electronic funds or account balances, even where such currency exists in physical form.

Bank cards

the costs you incur if your bank cards have been used without your permission after they
have been lost or stolen during the period of insurance, provided you follow all terms
under which the bank cards were issued.

Additions to contents

damage occurring during the period of insurance to any amount insured of additional contents, up to 25% additional of amount insured for money and jewellery and valuables, provided you tell us the additional values with 90 days of acquisition and pay the appropriate premium.

Personal effects

4. damage occurring within the domestic residence during the period of insurance to personal effects provided they are not insured elsewhere. However we will not make any payment under this additional cover for money or jewellery.

Reconstitution of electronic data

 the reasonable cost of reconstitution of data as a direct result of damage covered under this section.

Reconstitution of documents

 the reasonable costs of replacing or reconstituting your personal documents that are not held electronically, if such documents have been lost or destroyed as a direct result of damage covered under this section.

Lock replacement

 the costs you incur to replace locks and keys necessary to maintain the security of the domestic residence or any safes following theft or loss of keys during the period of insurance.

Personal assault following robbery or attempted robbery

8. compensation as stated in the schedule if you or your family is physically injured in a robbery or attempted robbery within the United Kingdom occurring during the period of insurance and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened.

Metered water and fuel

9. the cost that you incur for any metered water and fuel used at the domestic residence 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.

Outdoor items

 damage occurring during the period of insurance to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors within the confines of the domestic residence.

Marquees

11. damage occurring during the period of insurance to any marquee and associated lighting, heating and furnishings that are erected within the confines of the domestic residence provided that you are legally responsible for such damage and it is not insured elsewhere.

Contents temporarily elsewhere

12. **damage** occurring during the **period of insurance** to **contents**, excluding **jewellery and valuables**, temporarily away from the **domestic residence** anywhere in the world.

Garden restoration

- 13. **we** will pay the necessary and reasonable costs **you** have to pay to restore any garden at the **domestic residence** following **damage** caused by:
 - a. fire, lightning, explosion or earthquake;
 - b. impact by aircraft or other aerial devices;
 - c. theft or attempted theft;
 - d. malicious acts; or
 - e. the emergency services.



Section wording – your schedule will denote whether this section is covered under your policy

Home upgrades

14. if we have agreed to pay your claim for damage caused by the escape of water or flood, we will also pay the necessary and reasonable cost of improvements intended to prevent or minimise the likelihood of a future occurrence of the same type. We will only do this if the covered loss we have agreed to pay is more than £10,000.

Let properties in the grounds

15. if any building within the grounds of the **domestic residence** is let to a third party on an unfurnished basis, **we** will cover the carpets, curtains and domestic appliances which are contained in such building and which belong to **you** or for which **you** are legally responsible against **damage** occurring during the **period of insurance**.

Students' personal possessions

16. damage occurring during the period of insurance to the personal possessions of any person who permanently resides at the domestic residence, other than domestic employees, while such person is studying away from domestic residence in full time education.

What is not covered

We will not make any payment for:

- damage caused by:
 - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - dryness or humidity, being exposed to light or extreme temperatures, unless this
 is a result of storm or fire.
 - c. coastal or river erosion;
 - d. a virus or hacker.
- damage to any item being cleaned, worked on or maintained while away from the domestic residence.
- 3. **damage** to any item directly resulting from electrical or mechanical breakdown.
- 4. any loss of information resulting from electrical or mechanical breakdown.
- 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 of any item used for professional or business purposes.
- 8. loss due to clerical or accounting errors.
- 9. loss by fraud or dishonesty, other than the direct physical theft of **property**.
- consequential, indirect or financial losses of any kind, other than as provided under What is covered, Additional cover.
- 11. a. damage caused solely by pollution or contamination; or
 - any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
- 12. the amount of the excess.
- 13. 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 13a or 13b above, it will be for **you** to show that the exclusion does not apply.



Section wording – your schedule will denote whether this section is covered under your policy

14. damage to, or theft of any horse or livestock.

How much we will pay

We will pay up to the **amount insured** stated in the schedule unless amended below or in the schedule.

Repair and replacement

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

- for contents, other than stock, hired-in equipment, art and collections, jewellery and valuables and personal effects, the cost of repair or replacement as new.
- 2. for **stock** other than second-hand merchandise goods, merchandise goods which have been sold but not delivered and goods held in trust, the cost of repair or replacement at the cost price to **you**.
- for second-hand merchandise goods, the cost of repair or replacement at the trade market value.
- 4. for merchandise goods which have been sold but not delivered, the agreed contract price.
- 5. for hired-in equipment, the lesser of:
 - a. the extent of your legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
 - b. the costs of repair of the hired-in equipment; and
 - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
- 6. for goods held in trust, the lesser of:
 - a. your liability in respect of the goods held in trust; and
 - b. the cost of repair or replacement at the trade market value of such goods.
- 7. for **art and collections** and **jewellery and valuables**, the agreed value of any lost or damaged item which is individually valued in the schedule or contained in any valuation lodged with **us**. 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 **art and collections** or **jewellery and valuables** 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 £50,000 in respect of art and collections and £25,000 in respect of jewellery and valuables.

8. for **personal effects**, the cost of repair or replacement as new, but not more than the amount stated in the schedule for each incident of loss.

Pairs and sets

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

Other interests

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

Index linking

If you decide to renew this **policy** with **us**, **we** will automatically adjust the **amount insured** for **contents** for the subsequent period of insurance in line with any change in nationally publicised indices. **You** should advise **us** if you do not want **us** to increase the **amount insured** in this manner. However, **we** will not reduce the **amount insured** without **your** consent.



Section wording – your schedule will denote whether this section is covered under your policy

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. notify us promptly of any claim that an item of art and collections is not rightfully yours;
- report to the police or relevant local authority, as soon as reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
- 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.

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

Protections

You must also advise **us** as soon as reasonably possible if for any reason any fire alarm, security system or physical protection notified to **us** is not working properly. **We** may then vary the terms and conditions of this **policy**. All systems must be regularly serviced under contract by a reputable company at least annually.

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

Unoccupancy

You must tell us immediately if the domestic residence, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 60 consecutive days. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.

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

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the buildings at the **domestic residence** and the estimated cost is more than £100,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out. If **you** do not tell **us**, **we** will not make any payment for **damage** directly or indirectly caused by or resulting from the building works.

You do not have to tell us if the work is for redecoration only.



Section wording – your schedule will denote whether this section is covered under your policy

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

Special definitions for this section

Abuse or molestation

Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.

Bodily injury

Death, or any bodily or mental injury or disease of any person.

Defence costs

Costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**.

Denial of access

Nuisance, trespass or interference with any easement or right of air, light, water or way.

Drone

Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.

Employee

Any person working for you who is:

- a. employed by **you** under a contract of service or apprenticeship;
- b. hired to or borrowed by you;
- c. under **your** control or supervision and is self-employed or working on a labour-only basis;
- d. engaged by labour-only sub-contractors;
- e. a labour master or a person supplied by him;
- f. engaged under a work experience or training scheme;
- g. a voluntary worker engaged with **your** permission.

Family

You as the owner or tenant of the **domestic residence** and those who permanently reside with **you** including:

- a. your husband, wife or partner;
- b. children (including foster);
- c. your relatives;
- d. domestic employees.

Personal injury

False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy.

Pollution

Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

Products

Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by **you**.

Property damage

Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.

You/your

The owners or tenants of the **domestic residence** and **family** at the **domestic residence**.

What is covered

Claims against you

If any party brings a claim relating to your domestic residence against your family for:

- 1. **bodily injury** or **property damage** occurring during the **period of insurance**;
- 2. personal injury or denial of access committed during the period of insurance,

we will indemnify you against the sums you have to pay as compensation.

We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.



Section wording – your schedule will denote whether this section is covered under your policy

What is not covered

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

Abuse or molestation

Property for which you are responsible

- 1. abuse or molestation.
- your liability as owner or occupier of any land or building unless such premises is insured under the Personal property – domestic residence -Section 7 of this policy, however this shall not apply to any land or building you acquire in the United Kingdom during the period of insurance, provided that:
 - a. the land has not been acquired for property development, farming activities or any other business pursuit; and
 - you notify us within 60 days of the acquisition and pay any additional premium we require.
- 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 vehicles or personal effects belonging to your employees or visitors, while on your domestic residence.
- 4. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, **drone**, hovercraft, self-balancing motorised scooter, 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 mechanically propelled vehicles being used where insurance or security is not required under the provisions of any road traffic legislation. This does not include drones.
- b. the loading or unloading of any vehicle off the highway.

Injury to employees

5. **bodily injury** to any **employee**.

Pollution

- i. any pollution of buildings or other structures or of water or land or the atmosphere;
 - 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;

Family

7. bodily injury or personal injury to your family except domestic employees.

Infectious diseases

8. any communicable disease, virus, syndrome or illness, other than food poisoning;

Deliberate or reckless acts

9. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.

Contracts

 your liability under any contract, unless you would have been legally liable if the contract had not existed.

War or nuclear

11. war or nuclear risks.

Terrorism

12. terrorism.

Asbestos

13. asbestos risks.

Animals

- any animal, other than cats, privately owned horses or dogs which are not labelled as a 'specially controlled dog' under the Dangerous Dogs Act 1991 or any similar or successor legislation.
- B. We will not make any payment for:



Section wording – your schedule will denote whether this section is covered under your policy

Non-compensatory payments

1. fines and contractual penalties, punitive or exemplary damages.

Excess

2. the amount of any relevant excess.

How much we will pay

We will pay up to the limit of indemnity stated in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**.

All claims brought against **you** which arise from the same original cause, a single source or a repeated or continuing set of circumstances will be regarded as one claim.

If a payment greater than the limit of indemnity has to be made for a claim which is brought against more than one party covered under this section of the **policy**, the amount of the limit of indemnity that **we** will pay on behalf of each party will be limited to the same proportion for which they are found liable.

If a payment greater than the limit of indemnity has to be made for a claim which is brought by more than one party, the amount of the limit of indemnity that **we** will pay to each party will be limited to the same proportion as that which is awarded to each party.

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.

Special limits

Pollution

For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount stated in the schedule.

Criminal proceedings costs

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

Additional cover

Paying out the limit of indemnity

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

Your obligations

If a problem arises

- 1. We will not make any payment under this section unless you notify us:
 - a. immediately and in any event within seven days of:
 - a claim or anything which may give rise to a claim for or arising out of **bodily** injury; or
 - any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body.
 - b. promptly of any other claim or anything which may give rise to any other 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 ensuring **you** quote **your** policy number.

When dealing with 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 that we have suffered as a result.



Section wording – your schedule will denote whether this section is covered under your policy

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.



Home emergency

Policy wording

The General terms and conditions, except for **How to make a claim**, the Property definitions and the following terms and conditions all apply to this section.

If you need to make a claim, please refer to Your obligations shown below.

Special definitions for this section

You/your

Any person who permanently resides at the **domestic residence**, including **domestic employees**.

What is covered

We will cover you against and will organise repair work if, during the **period of insurance**, you suffer a sudden and unforeseen incident resulting in an emergency at the **domestic residence** which, if not dealt with immediately, will:

- 1. pose a health risk to you or anyone else in the domestic residence;
- 2. make the **domestic residence** unsafe or unsecure;
- create a risk of damage to the domestic residence or its contents, including actual breakage of your toilet bowl or cistern;
- leave the domestic residence without electricity, gas or water supply or mains drainage within the boundaries of the domestic residence:
- leave the domestic residence without its main source of heating or hot water and where no alternative exists;
- 6. make it impossible for you to live in or gain access to the domestic residence; or
- 7. result in vermin causing **damage** inside the **domestic residence** or pose a health risk to **you**.

Additional cover

Alternative accommodation

We will also cover **your** reasonable and necessary costs for alternative accommodation and transportation, which **we** have agreed to in advance, while the **domestic residence** cannot be lived in because of an emergency **we** have agreed to pay under this section.

Specific cover

Replacement boiler costs

We will also cover a contribution towards the cost to replace **your** central heating boiler if the estimated cost of contractor's labour and replacement parts required to permanently repair **your** existing boiler exceeds its depreciation value, which is calculated according to its age.

What is not covered

We do not cover the costs of:

- repairs for the following events:
 - a. any loss or damage known about before the start of this policy;
 - b. any leaking or dripping tap that requires re-washering or replacing;
 - c. any boiler that needs descaling;
 - d. replacing sanitary ware, cylinders, tanks, radiators, external overflows and septic tanks;
 - e. interruption in the electricity supply to, or failure of, burglar or fire alarm systems or CCTV surveillance systems;
 - burst or leaking flexible hoses or leaking appliances and other mechanical equipment; or
 - g. any incident in the domestic residence if it has not been lived in for 60 consecutive days.
 - the temporary loss of keys required to gain access to the main dwelling at the domestic residence, where alternative keys are available, or loss of keys to your outbuildings;



Home emergency

Policy wording

- 2. repairs to:
 - a. any boiler over 15 years old;
 - b. boilers with an output over 60 kw per hour;
 - c. warm air or solar powered heating systems; or
 - d. biomass boilers or anaerobic digesters.
- 3. responding to or rectifying intermittent faults.
- replacing your boiler or heating system. However, this does not apply to What is covered, Specific cover, Replacement boiler costs.
- 5. repairing any loss or **damage** arising because a utility company has deliberately disconnected or interrupted the mains service.
- 6. providing any equipment or services which are the responsibility or property of the utility company.
- 7. normal day to day maintenance.
- 8. replacing items that have worn out over a period of time.
- repairing or replacing any property used, either solely or occasionally, for professional or business purposes.

How much we will pay

For each emergency described in the **What is covered** section above, **we** will pay up to £1,500, including VAT, towards the total cost of call out charges, labour, parts and materials to:

- 1. carry out a temporary repair;
- 2. carry out a permanent repair if it can be done at a similar cost to a temporary repair;
- 3. undertake remedial action to stop or prevent any further damage occurring; or
- 4. gain access to the **domestic residence** and make it safe and secure.

Special limits

The most **we** will pay for each item below, unless otherwise stated in the schedule is the amount specified below. This is included within and not in addition to the **amount insured** for this section:

Alternative accommodation

1. £150 per night, including VAT and transportation costs, for a total of three consecutive nights.

Replacement boiler costs

2. £250 towards the cost of a replacement boiler.

Special condition

We will only pay costs which are incurred as a direct consequence of the event which led to the claim **you** are making under this **policy**.

If any cost covered under this section is also covered by any maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of the claim.

This section is not a maintenance contract. It does not cover the cost of day to day maintenance for which **you** are responsible.

If **you** would like to arrange a central heating boiler service at **your** expense, please call **us** on 0800 1700 935 and advise the operator of **your** requirements, making it clear **you** are not making a claim under this **policy** for an emergency.

All permanent repairs are guaranteed for 12 months.

Your obligations

If **you** suffer an emergency described in this section, **you** must tell **us** as soon as **you** can by calling 0800 1700 935.

We will not pay the cost of any repairs unless **you** have told **us** in advance and **we** have authorised a tradesperson in advance.

Please give **us your policy** number when **you** call for help. **You** must produce any relevant identification requested by the contractor or anyone else **we** nominate.



Home emergency Policy wording

You must co-operate with **us** if **we** start proceedings in **your** name against anyone whose actions may have caused the **damage** in order to recover, for **our** benefit, the amount of any payment **we** have made under this section.

SEIB INSURANCE BROKERS LIMITED'S DATA PRIVACY NOTICE

Your privacy is important to us. We will process **your** personal data in accordance with data protection laws.

SEIB Insurance Brokers Limited ("we", "us" "our") is the data controller in respect of any personal data which **you** provide to us or which we hold about **you** and any personal data which is processed in connection with the services we provide to **you**.

Where **you** provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), **you** must inform them that **you** are providing their personal data to us and refer them to this notice.

To provide our insurance related services we will collect and process **your** personal data such as **your** name, contact details, financial information, and any information which is relevant to the insurance policy we are providing. In order to provide **your** insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to **your** health or criminal convictions or information which is likely to reveal **your** religious beliefs.

We process **your** personal data for the purposes of offering and carrying out insurance related services to **you** or to an organisation or other persons which **you** represent.

Your personal data is also used for business purposes such as fraud prevention, business management, systems development, and carrying out statistical and strategic analysis.

Providing our services will involve sharing **your** personal data with and obtaining information about **you** from our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors or business partners, and our regulators.

In some circumstances we may transfer **your** personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that **your** personal data is protected.

We may market our services to **you** or provide **your** personal data to our related companies or business partners for marketing purposes. **You** can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We need to carry out fraud, and anti-money laundering checks, and this will involve sharing **your** personal data (such as **your** name, contact details and financial information), with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange.

If **you** make a claim, we will share **your** personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud.

For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified **your** personal data will be passed to fraud prevention agencies including Claims and Underwriting Exchange and the Insurance Fraud Register run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process **your** special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how **your** personal data is used and **your** rights in relation to **your** personal data please refer to our Privacy Policy at www.seib.co.uk/about-us/privacy-policy or contact our Data Protection Officer at South Essex House, North Road, South Ockendon, Essex, RM15 5BE or on 01708 850000 or email dataprotection@seib.co.uk

If you would like more information about Hiscox visit:

www.hiscox.co.uk

If you would like more information about SEIB contact us at:

South Essex House, **North Road South Ockendon** Essex **RM15 5BE**

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01708 850000

Or visit www.seib.co.uk









