



Entertainment – Short Period

Policy Wording

Bspoke Sports & Leisure is a trading name of Bspoke Commercial Ltd. Bspoke Commercial Ltd is registered in England and Wales Company Number. 09284678. Registered Office: Brookfield Court, Selby Rd, Leeds LS25 1NB. Bspoke Commercial Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 709456.

Welcome

Welcome to Bspoke Sports & Leisure

Thank You for selecting Bspoke Sports & Leisure. We are confident your trust is well placed and are determined to provide you with outstanding customer service at all times and to make insuring with us as easy and trouble-free as possible.

This policy wording outlines all the information you need to know about the cover, please read the wording in full and make sure you are happy with the cover provided and that it meets your requirements.

About Bspoke Sports & Leisure

A specialist commercial MGA, Bspoke Sports & Leisure's operating style is to develop products according to the requirements outlined by you and demanded by our brokers. We provide insurance solutions for a range of product categories including Commercial Property and Liabilities.

Our wealth of commercial expertise and industry experience enables us to maintain an innovative approach to commercial insurance and risk management. Our commercial products are designed to protect the assets and insure the liabilities of your business, while also reducing your businesses exposure to risk by providing effective risk management assistance.

Getting to know each other

To learn more about Bspoke Sports & Leisure please visit www.bspokesportsleisure.co.uk

If you need to know more about your cover or the policy wording, then contact the broker who placed the business for you.

Definitions

Certain words in the policy have special meanings. These meanings are given in the Policy Definitions Section on page 17 or defined at the beginning of the appropriate section or sub-section. To help you identify these words in the policy we have printed them in **bold italics** throughout.

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The Insurance Contract

This policy is a legal contract of insurance between **You** and **Us**. It is not **Our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this policy or the right to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

The following are elements for the contract of insurance between **You** and **Us** based on information **You** have provided to **Us**. Please read them carefully and if **You** require any amendments, please return them to **Your** broker for correction. Keep the policy safe in case **You** need to refer to it.

- **Your** policy,
- The **Schedule**,
- Endorsements.

It is important that **You**:

- (a) tell us about any material circumstances which affect **Your** insurance, and which have occurred either since the policy started or since the last renewal date
- (b) check that the Sections **You** have requested are included in the **Schedule**;
- (c) check that the information **You** have given **Us** is accurate;
- (d) keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance adviser when **You** renew this policy;
- (e) comply with **Your** duties under each Section and the insurance as a whole.

A circumstance is material if it would influence **Our** judgement in determining whether to provide the cover and, if so, on what terms. If **You** are not sure whether a circumstance is material, ask **Your** insurance adviser. If **You** fail to tell **Us** it could affect the extent of cover provided under the policy.

The Agreement

In consideration of the payment of the premium, **We** will compensate **You** by payment, or at **Our** option, by reinstatement or repair in respect of Damage, accident, or injury occurring in connection with the **Business** during the **Period of Insurance**, subject to the terms, Conditions and Exclusions contained in or endorsed on the policy.

Signed by Authorised signatory



Nick Grazier

Managing Director
Bspoke Commercial Ltd
Brookfield Court
Selby Road
Leeds
West Yorkshire
LS25 1NB

Customer Information

Applicable Data Protection Legislation

We are registered under the UK Data Protection Act 1998 and comply with the EU General Data Protection Regulation in all **Our** dealings with **Your** personal data. **Your** personal information will be kept secure. **We** undertake to ensure **Your** personal data is:

- processed lawfully, fairly and in a transparent manner;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- accurate and, where necessary, kept up to date and every reasonable step will be taken by **Us** to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed;
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

As part of **Our** day-to-day communications with **You**, **We** will generally use e-mail and unless **You** advise **Us** to the contrary in writing then **You** accept this is a valid communication enforceable as written communication for legal and regulatory purposes.

Conformity

In this policy **You** will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

Information You have given Us

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions, **We** ask by ensuring that all information provided is a fair representation.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information, **We** will treat this policy as if it never existed, decline all claims and keep all premiums paid.

We may:

- (a) treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered as long as the misrepresentation or omission was not made deliberately or recklessly,
- (b) amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** careless omission to supply the information, we required to consider the insurance cover provided,
- (c) charge **You** more for **Your** policy or reduce the amount **We** pay on a claim in the same proportion the premium **You** have paid bears to the premium **We** would have charged **You**,
- (d) cancel **Your** policy in accordance with **Our** Cancellation Rights below.

We will write to **Your** Insurance Broker if **We**:

- (a) intend to treat **Your** policy as if it never existed, or
- (b) need to amend the terms of **Your** policy, or
- (c) require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your** broker as soon as practicable.

Law and Jurisdiction

You and **Us** are free to choose the court jurisdiction applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of the United Kingdom, the Isle of Man or the Channel Islands depending upon **Your** address as shown in the **Schedule** and the jurisdiction of the courts of England.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit were doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Your Duties

You shall take all reasonable care:

- (a) to prevent any occurrence which may give rise to a claim under this policy.
- (b) to maintain the **Premises**, machinery and equipment and everything used in the **Business** in efficient and safe working condition.
- (c) in the selection and supervision of **Employees**
- (d) to comply with all statutory and other obligations and regulations imposed by any authority,
- (e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as circumstances may require.

Privacy and Data Protection Notice

Data Protection

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information.

What information do We collect about you?

We may collect the following personal **Data** about you:

- Information collected from you.
- When **You** provide **Your** business contact details to **Us** for potential business opportunities.
- When **We** collect personal **Data** as part of **Our** ongoing business dealings and development.
- Information collected from other sources.
- When one of Bspoke business partners introduces **You** to us, they will provide **Your** contact details.

The information collected may include the following categories:

- **Your** name and job title.
- **Your** company name and address.
- **Your** contact details, including email address and telephone number.

What We do with Your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

Your Rights as a Data subject

We thought it would be helpful to set out **Your** rights under the relevant **Data** protection legislation.

You have the right to:

- withdraw consent where that is the legal basis of **Our** processing.
- access **Your** personal **Data** that **We** process.
- rectify inaccuracies in personal **Data** that **We** hold about you.

- be forgotten, if the processing of **Your personal Data** is no longer necessary for the purposes it is collected for, **Your** details would be removed from systems that **We** use to process **Your personal Data**.
- restrict the processing in certain ways.
- obtain a copy of **Your Data** in a commonly used electronic form (if the legal basis of **Our** processing is consent or necessary for contract)
- object to certain processing of **Your personal Data** by us

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

As a rule, where there is a contractual relationship, **We** will keep **Your** personal Data for seven years following the end of **Your** relationship with us. Where there is no contractual relationship formed, **We** will retain **Your** personal Data for two years. Following the end of the retention periods, **Your** personal **Data** will be securely destroyed.

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer at dataprotection@bspokecommercial.co.uk

How do We protect Your Data?

We take the security of **Your Data** seriously. **We** have internal policies and controls in place to try to ensure that **Your Data** is not lost, accidentally destroyed, misused or disclosed, and is not accessed by unauthorised individuals.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Information about Words with Special Meanings

Average

Some items insured are subject to **Average**, this means that if at the time of the **Damage** the sum insured is less than the reinstatement value of the **Property Insured** the amount **We** will pay will be reduced in proportion to the amount of underinsurance.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in **Us** automatically being discharged from any liability, then such a breach shall result in any liability **We** might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that **We** will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then **We** agree that **We** may not rely on the non-compliance to exclude, limit or discharge **Our** liability under this policy if **You** show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Complaints Procedure

How to complain

At Bspoke Sports & Leisure, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If **You** have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the contacts outlined below.

As **You** have arranged **Your** policy with Bspoke Sports & Leisure through a Broker or Intermediary, **You** should firstly direct **Your** complaint to the Broker or Intermediary with whom **You** arranged **Your** policy.

Useful Complaint Contacts are provided in the table below:

Reason for complaint	Contact	Contact Details
Sales or Service Related	Complaints Department Bspoke Sports & Leisure	Brookfield Court Selby Road Leeds West Yorkshire LS25 1NB complaints@bspokesportsleisure.co.uk 0113 345 1768
Claims for all sections except Section J	Complaints Department Questgates	QuestGates, 11A The Wharf, Bridge Street, Birmingham, B1 2JS complaints@Questgates.co.uk 0117 9299 255

If **You** remain dissatisfied after Bspoke Sports & Leisure and the **Insurer** has considered **Your** complaint or **You** have not received a final decision by the time Bspoke Sports & Leisure and the **Insurer** have taken eight (8) weeks overall to consider **Your** complaint, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service at:

The Financial Ombudsman
Service Exchange Tower
London
E14 9SR

www.financial-ombudsman.org.uk

Telephone Number: 0800 0234 567

(free for people phoning from a "fixed line", for example, a landline at home) or

Telephone Number: 0300 1239 123

(free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)

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

This complaint procedure does not affect **Your** right to take legal action.

Claims Procedure

How to Make a Claim

Policy Section	Contact Details
Sections A to F	Claims helpline 0117 9299 255 CPAfnol@questgates.co.uk

Basis of Settlement

Some Sections of the policy contain the Basis of Settlement that will apply to that particular Section. These will tell **You** how **We** settle any claim.

Consent

No admission, offer, promise, payment or indemnity shall be made or given by **You** or anyone on **Your** behalf without **Our** written consent. **You** shall give such assistance in dealing with claims and the conduct of any legal proceedings arising from the claim as **We** or **Our** chosen legal advisers and consultants may reasonably require.

Defence of claims

We may, at **Our** discretion:

- take full responsibility for conducting, defending or settling any claim in **Your** name,
- take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance,
- appoint any other person or persons to act on **Our** behalf for such purpose and any settlement agreed either before or after any payments are made.

Our Rights after a claim

Upon the happening or discovery of any occurrence **We** may enter and take possession of or require **You** to deliver to **Us** the **Property Insured** which **We** will deal with in a manner without incurring liability or reducing **Our** rights. **You** shall not be entitled to abandon any property to **Us** **We** will not pay for **Damage** if **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us**.

Fraudulent claims

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect this insurance will become invalid. This means **We** will not pay the false or fraudulent claim, or any subsequent claim.

Other Insurance

Sometimes what is covered under one insurance policy may also be covered under another insurance policy. For example, the cover or maybe some of the cover that is insured under this policy could also be insured under another policy that **You** have.

For claims made under Section C - Employers Liability and Section D - Public and Products Liability **We** will only pay the excess beyond the amount payable under **Your** other insurance policy.

For claims made under all other Sections insured of this policy **We** will either at **Our** option pay the full claim and claim half of this back from **Your** other insurance policy or pay **Our** rateable share of the claim.

Arbitration

If **We** accept liability but **You** disagree with the amount **We** offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect **Your** statutory rights.

Subrogation

We shall be entitled to pursue and, if necessary, instigate legal proceedings in **Your** name for **Our** benefit any claim for indemnity or **Damage** or otherwise against a third party and shall have full discretion in the conduct of any such action and **You** shall give to **Us** all such information and assistance as **We** may reasonably require.

Canceling Your Policy

We hope that **You** are happy with the cover this policy provides. However, **You** have the right to cancel **Your** policy during a period of 14 days after either the purchase or renewal of the contract or 14 days after the day on which **You** receive **Your** policy documentation, whichever is the later. **We** will return the premium in full if cancellation occurs within the 14-day period. If **We** pay any claim, in whole or in part, during the 14-day period then no refund of premium will be allowed.

If **You** wish to cancel **Your** policy after cooling off period **You** will need to give notice in writing (including by e-mail). **We** will cancel **Your** policy from the date upon which notice is dispatched to us. **You** are entitled to a return of premium which will be based upon the length of time remaining for the **Period of Insurance** less a deduction of a minimum premium of £100 plus the administration costs in providing this insurance. The amount is shown in the **Schedule**.

If **We** pay any claim, in whole or in part, during the current **Period of Insurance** then no refund of premium will be allowed. If a claim is made after the policy has been cancelled for an incident which occurred before the cancellation date, **We** will deduct any premium owed to **Us** from the settlement of the claim.

Our Right to Cancel Your Policy

We shall not be bound to accept any renewal of this policy. If this happens, **We** will ensure that **You** are notified accordingly.

If **We** do not receive the premium and Insurance Premium Tax **We** may cancel this policy by sending **You** at least 7 days written notice of cancellation to **Your** Insurance Broker (subject to the provisions of the Consumer Credit Act where applicable).

We may cancel this policy at any other time by sending 14 days' notice of cancellation, giving details of the reason for cancellation, in writing to **Your** Insurance Broker.

In the event of such a cancellation **You** shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired **Period of Insurance**.

If **We** pay any claim, in whole or in part, during the current **Period of Insurance** then no refund of premium will be allowed. If a claim is made after the policy has been cancelled for an incident which occurred before the cancellation date **We** will deduct any premium owed to **Us** from the settlement of the claim.

If **You** pay **Your** premium by instalments see also General Policy Condition 7 – Instalment Premiums.

Employer's Liability Tracing Office Notice

Certain information relating to **Your** policy, namely:

- (a) The policy number(s)
- (b) Employers' names and addresses (including subsidiaries and any relevant changes of relevant name)
- (c) **Periods of Insurance**
- (d) (if relevant) the employers' reference numbers provided by His Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, ("ELTO") and added to the Employers' Liability Database (ELD).

It is understood by **You** that the above-named information provided to **Us** will be processed by the **Us** for the purpose of providing ELD in compliance with the provisions of the Employers' Liability Insurance Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of the course of their employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer that provided employers liability insurance.

Who We are

Your policy is administered by Bspoke Sports & Leisure and underwritten by **Accelerant Insurance UK Limited** (the **Insurer**). (Refer also to Sections M and O of this policy).

Bspoke Sports & Leisure is a trading name of Bspoke Commercial Limited. Bspoke Commercial Limited is registered in England and Wales Company Number. 09284678. Registered Office: Brookfield Court, Selby Rd, Leeds LS25 1NB. Bspoke Commercial is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 709456.

Accelerant Insurance UK Limited is registered in England and Wales with the company number of 03326800 and the registered office of One Fleet Place, London, EC4M 7WS. Its trading address is Lodge Park Business Centre, Lodge Lane, Langham, Colchester, CO4 5NE. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number: 207658).

Compensation Arrangements

All sections:

If **You** are registered in (or a resident of) the United Kingdom **You** may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance UK Limited is unable to meet its obligations to you under this insurance.

If **You** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

General Policy Conditions

The following Policy Conditions should be read in conjunction with other Conditions which may apply to a specific Section of the policy.

1. Alteration in Risk or Interest

This policy shall be avoided with effect from the date the event occurs if after the commencement of this insurance:

- (a) **Your** interest ceases, except by will or operation of law
- (b) the **Business** does any of the following:
 - (i) makes a composition or arrangement with creditors
 - (ii) has a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986
 - (iii) has an application made under the Insolvency Act 1986 to the court for the appointment of an administrator
 - (iv) has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or has a provisional liquidator, receiver or receiver and manager duly appointed
 - (v) has an administrative receiver, as defined in the Insolvency Act 1986, appointed or having possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge unless agreed by **Us** in writing.
- (c) there has been any alteration to the **Property Insured** and/or the **Premises** and/or the **Business** after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury.

2. Designation

For the purpose of determining where necessary the item heading under which the property is insured, **We** agree to accept the designation under which the property has been entered in **Your** books.

3. Discharge of Liability

We may at any time pay:

- (a) the Limit of Indemnity or
- (b) the Sum Insured or
- (c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim or with **Our** consent.

4. Fraud

If a claim made by **You** or anyone acting on **Your** behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (a) refuse to pay the claim,
- (b) recover from **You** any sums paid by **Us** to **You** in respect of the claim,
- (c) by notice to **You** cancel the policy with effect from the date of the fraudulent act without any return of premium.

If **We** cancel the policy under (c) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than **You** and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by **Us** in respect of the claim (from **You** or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to **You** and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If **We** cancel a person's cover under (c) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have under such cover occurring before the time of the fraudulent act.

5. Inflation Protection Clause

We will adjust the sums in line with suitable indices of costs. The renewal premium will be based on the adjusted sums insured.

6. Instalment Premiums

- (a) Where reference is made in this policy to the payment of premium this includes **You** having agreed to pay by instalments.
- (b) If **We** have agreed to accept payment of the first premium or any subsequent premium by instalment:
- (i) this policy remains a contract for the **Period of Insurance**
 - (ii) if any instalment of premium is not received by **Us** on or before its due date all unpaid instalments of premium and any service fee shall immediately become payable. Should the full premium and service fee not be paid within 7 days of **Us** giving written notice of non-payment of an instalment, this policy shall be cancelled immediately on expiry of such notice.
- (c) Following such cancellations, **We** shall return to **You** the balance of any instalment already paid after deduction of an appropriate charge for the Insurance cover to the date of cancellation except that if:
- (i) a claim has been made under the policy for which **We** have made a payment, or which is still under consideration.
 - (ii) an incident has occurred which is likely to give rise to a claim but is yet to be reported to **Us**
- no refund of premiums shall be made, and the annual premium remains due in full. In such cases monthly collection must continue or a one-off payment be agreed to settle the outstanding amount. Where a one-off payment is not made to settle the outstanding amount, **You** must continue with the instalment payments. Alternatively, **We** may deduct any outstanding instalments from any claim payment that may be due to **You** or payable on **Your** behalf.

7. Non-Disclosure, Misrepresentation or Misdescription

(a) Before this policy was entered into

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before this policy was entered into, then:

- (i) where the breach was deliberate or reckless, **We** may avoid this policy and refuse all claims, and keep all premiums paid;
- (ii) where the breach was neither deliberate nor reckless, and but for the breach:
 - a. **We** would not have agreed to provide cover under this policy on any terms, **We** may avoid this policy and refuse all claims, but will return any premiums paid
 - b. **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or
 - c. **We** would have agreed to provide cover under this policy but would have charged a higher premium, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

(b) Before a variation was agreed

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before any variation to this policy was agreed, then:

- (i) where the breach was deliberate or reckless, **We** may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (ii) where the breach was neither deliberate nor reckless, and but for the breach:
 - a. **We** would not have agreed to the variation on any terms, **We** may treat this policy as though the variation was never made, but will return any additional premiums paid
 - b. **We** would have agreed to the variation but on different terms (other than premium terms), **We** may require that the variation includes such different terms with effect from the date it was made, and/or
 - c. **We** would have agreed to the variation but would have increased the premium or would have increased it by more than **We** did, or would not have reduced it or would have reduced it by less than **We** did, **Our** liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

8. Notice of Buildings becoming Unoccupied/Occupied

You must give **Us** notice as soon as reasonably practicable when any **Building** or part thereof becomes **Unoccupied** or when an **Unoccupied Building** or part thereof is again occupied. If **We** accept the risk a suitable additional premium must be paid if required. **We** have the right to change the terms and Conditions of the policy and **You** must action any risk improvement measures that **We** may require.

9. Several Liability Notice

The liability of an **insurer** / underwriter under this contract is several and not joint with other **insurers** party to this **contract**. An **insurer** is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

General Policy Exclusions

The following Policy Exclusions should be read in conjunction with other Exclusions which may apply to a specific Section of the policy.

1. Communicable Disease Exclusion

Notwithstanding any provision to the contrary within this Agreement, within any endorsement to this Agreement or within any extension to this Agreement, this Agreement and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and
- d) any mutation of or variation of a), b) or c) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Date Recognition

This policy does not cover **Damage** or **Consequential Loss** of whatsoever nature and/or liability for damages attaching to **You** or any associated costs relating thereto, directly or indirectly caused by, contributed to, consisting of or arising from the **Failure** of any:

- (a) computer, **Data** processing equipment or **Media**, microchip, integrated circuit or similar device
- (b) other equipment or system for processing, storing or retrieving **Data**
- (c) computer software, whether **Your** property or not, and whether occurring before, during or after the year 2000 to:
 - (i) recognise correctly any date as its true calendar date
 - (ii) capture, save, retain or correctly manipulate, interpret or process any **Data**, information, command or instruction as a result of treating any date otherwise than its true calendar date
 - (iii) capture, save, retain or correctly process any **Data** as a result of the operation of any programmed command which causes the **Loss of Data** or the inability to capture, save, retain or correctly to process such **Data** on or after any date.

Provided that such indemnity shall apply in respect of subsequent **Damage** which itself results from a Defined Peril to the extent insured and which is not otherwise excluded in any Section.

For the purpose of this Exclusion Defined Peril means fire, lightning, explosion, storm, flood, earthquake, or impact by any aircraft or aerial devices, vehicle or articles dropped from them or animals.

3. Electrical Equipment

This policy does not cover any **Damage** or any **Consequential Loss** to any electrical plant or appliance caused by its own:

- (a) over-running
- (b) short-circuiting
- (c) excessive pressure
- (d) self-heating.

This exclusion shall not apply where fire spreads to cause **Damage** to other plant or appliances or other **Property Insured**.

4. Electronic Risks

This policy does not cover any claim arising directly or indirectly from, or in connection with, or consisting of:

(a) **Loss of Data.**

other than arising directly or indirectly from, or in connection with, or consisting of **Loss of Data**, which claim is not otherwise excluded and which results from a **Malicious Event** involving physical force and violence or a **Specified Event** where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section:

- (i) Material Damage (including Theft)
- (ii) Money
- (iii) Business Interruption
- (iv) Loss of Licence
- (v) Specified All Risks

- (b) any **Damage, Failure** or **Loss of Data** resulting directly or indirectly from, or in connection with **Virus or Similar Mechanism, Denial of Service Attack**, unauthorised access to or use of **Computer and Electronic Equipment**.

Other than any claim in respect of any subsequent **Damage** to property other than **Computer and Electronic Equipment** and

Data Storage Materials which is not otherwise excluded and which results from a **Malicious Event** involving physical force and violence or a **Specified Event** where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent **Damage** to property is insured under that Section:

- (i) Material Damage (including Theft)
- (ii) Money
- (iii) Business Interruption
- (iv) Loss of Licence
- (v) Specified All Risks

Exclusions (a) and (b) do not apply to the following Sections, when insured by the policy:

- (i) Section D – Employers' Liability

5. Excluded Property

This policy does not cover any **Damage** or any **Consequential Loss** to any:

- (a) vehicles licenced for road use, including their contents or accessories, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- (b) property or structures in course of construction or erection and materials and supplies in connection with such property in course of construction or erection
- (c) bonds, bills of exchange, deeds, promissory notes, cheques, securities, **Money** or stamps
- (d) rare books
- (e) coins, furs, jewellery, bullion, precious stones
- (f) animals, growing crops or trees
- (g) piers, jetties, bridges, culverts or excavations
- (h) explosives

6. Northern Ireland

This policy does not cover **Damage** to any property in Northern Ireland resulting from, caused by, happening through or in consequence of:

- (a) civil commotion
- (b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **Unlawful Association**

7. Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS) Exclusion

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Bodily Injury And Property Damage Liability:

Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

The following definition applies:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

- 1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

- b) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

- c) Perfluoropolyethers (PFPE);
- d) Fluorotelomer-based substances; or
- e) Side-chain fluorinated polymers; or

2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1 above.

Personal And Advertising Injury Liability:

Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a) "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

The following definition applies:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c) Perfluoropolyethers (PFPE);
 - d) Fluorotelomer-based substances; or
 - e) Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1 above.

8. Radioactive Contamination

This policy does not cover any death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from:

- (a) (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (b) the use of any weapon or device
 - (i) dispersing radioactive material and/or ionising radiation or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction.
- (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of the **Business** for the purposes for which they were intended.

However,

(1) in relation to the Employers' Liability Section, exception (2) (a) only applies when **You** under a contract or agreement have undertaken to

- (a) indemnify another party.

or

- (b) assume the liability of another party.

(2) exceptions (2) (a) and (2) (b) do not apply to the following Sections, when insured by this policy.

9. Sonic Bangs

This policy does not cover any **Damage**, or any **Consequential Loss** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

10. Terrorism

This policy does not cover any **Damage** to any property or any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:

- (a) Terrorism
- (b) any action taken in controlling, preventing, suppressing or in any way relating to above except as stated in the Special Provision – Terrorism below.

In any action, suit or other proceedings where **We** allege that any consequence whatsoever resulting directly or indirectly from or in connection with 8(a) and/or 8(b) above regardless of any other contributory cause or event is not covered under this policy (or is covered up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this policy shall be upon **You**.

Special Provision – Terrorism

Subject otherwise to the terms of this policy.

Neither of the exclusions in 8(a) and 8(b) above shall apply to Section D – Employer's Liability (if stated as operative in the **Schedule**) but the **Limit of Indemnity** for the purpose of this Special Provision – Terrorism is limited to £5,000,000 including **Costs and Expenses**.

11. War and Similar Risks

The policy does not cover any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event

- (a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- (ii) mutiny or military uprising, martial law
- (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (i) (a) and/or (i) (b) above.

However, exceptions (a) (b) and (c) do not apply to the following Sections, when insured by this policy

- (i) Section D – Employers' Liability.

12. PFAS (PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES) Definition

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) in any form, including but not limited to:

1. any organic molecule, salt, free radical or ion, the composition of which includes at least one:
 - a. perfluorinated methyl group (-CF₃); or
 - b. perfluorinated methylene group (-CF₂-); or
2. any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or
3. any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS); or
4. its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

Exclusion

There is no cover under this policy for:

1. any bodily injury, property damage, personal and advertising injury loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS; and
2. any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, included but not limited to:

- a. Actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials; or
 - b. Design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials; or
 - c. Testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of or in any way responding to, or assessing the effect(s) of PFAS-containing products or materials; or
 - d. Failure to report any PFAS-containing products or materials to authorities;
- or
- e. Failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in a) through d) above.

If We allege that this exclusion applies to any claim under this Policy the burden of proving the contrary shall be upon the Policyholder.

11. Virus, Disease and Pandemic

(not applicable to Employers' Liability Section)

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a. Coronaviruses;
- b. Coronavirus disease (COVID-19);
- c. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- d. any mutation of or variation of a), b) or c) above;
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation;
- f). any fear or anticipation of a), b), c), d) or e) above;
- g) Government Regulation, advice or restriction(s) as a result of the aforesaid matters regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Policy Definitions

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate Section or sub- section. To help **You** identify these words in the policy **We** have printed them in **Bold Italics** throughout.

Additional Insureds

Any individuals or entities shown in the schedule or listed in any endorsements.

All Other Contents

This term includes:

- (a) documents, manuscripts and business books
- (b) computer systems records.
The most **We** will pay in respect of computer systems records is £10,000 any one loss
- (c) patterns, models, moulds, plans and designs but only for:
 - (i) the value of the materials
 - (ii) the cost of labour and computer time spent in reproducing them
- (d) property within **Outbuildings**
- (e) machinery, plant and maintenance equipment
- (f) directors', partners', **Employees'** and visitors' pedal cycles and other **Personal Effects** but only if they are not otherwise insured. The most **We** will pay in respect of any one director, partner, **Employee** and visitor is £1,000.
- (g) Fine Art; Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability which are specifically mentioned in the schedule and independent valuation is recorded.
- (h) exhibition stands and equipment
- (i) marquees and associated lighting, heating and furnishings
- (j) technical equipment.

We will not pay for:

- (a) expenses in connection with producing information to be recorded
- (b) the value to **You** of any information lost
- (c) wines, spirits, cigarettes and tobacco held for **Your** own private
- (d) **Money**.

Amount Insured

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

Annual Gross Fees

The **Gross Fees** during the twelve months immediately before the date of the **Damage**.

The **Annual Gross Fees** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

Annual Gross Revenue

The **Gross Revenue** during the twelve months immediately before the date of the **Damage**.

The **Annual Gross Revenue** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

Annual Turnover

The **Turnover** during the twelve months immediately before the date of the **Damage**.

The **Annual Turnover** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

Asbestos

Asbestos, asbestos fibres and any derivative of asbestos.

Average

Some items insured are subject to **Average**, this means that if at the time of the **Damage** the sum insured is less than the reinstatement value of the **Property Insured** the amount **We** will pay will be reduced in proportion to the amount of underinsurance.

Bodily injury

Bodily injury including death, illness, disease or nervous shock.

Book Debts

The total last recorded by **You** under the provisions of the Debit Recording Condition adjusted for:

- (a) bad debts
- (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to **Customer Accounts** in the period between the date to which the last statement relates and the date of the **Damage**.
- (c) any abnormal condition of trade which had or could have had a material effect on the **Business**.

The adjusted figures will represent, as near as possible, the figures which would have been obtained at the date of the **Damage** had the **Damage** not occurred.

Breakdown

- (a) Breaking, failure, distortion or burning out of any part of **equipment** or a **computer** whilst in ordinary use, arising from defects in the equipment or computers causing its sudden stoppage and necessitating repair or replacement before it can resume work; or
- (b) Fracturing of any part of **equipment** or a **computer** by frost which renders such equipment or computers inoperative; or
- (c) 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 of the **Premises** shown in the **Schedule** comprising:

- (a) the **Business** and any **Outbuildings**
 - (b) the shop front and, if fixed to the Buildings, any external fittings or blinds
 - (c) walls, gates and fences around the Buildings and belonging to them
 - (d) yards, car parks, private roads, paths and pavements
 - (e) landlord's fixtures and fittings, fixed fuel tanks
 - (f) annexes, conveniences and external hoists, gangways and staircases
 - (g) communicating extensions
 - (h) wires, cables, ducting, and associated control equipment at the premises and up to the public mains
- all belonging to **You** or for which **You** are legally responsible and used in connection with the **Business**.

Business

The business described in the **Schedule** or as extended in respect of Section D.

Business Premises

The space **you** occupy or use for the purposes of **your activities** at the premises shown in the schedule including any outbuildings **you** occupy or use on the same premises.

Business Hours

The period during which the **Premises** are occupied for **Business** purposes and during which **You** or **Your Employees** are in the **Premises**.

Cancellation/Cancelled

The inability to proceed with an Insured event prior to commencement.

Communicable disease

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

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware and any electronic equipment, **Data** processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing **Data** and/or similar devices, whether physically or remotely connected thereto.

Consequential Loss

Includes but is not limited to indirect and/or consequential, exemplary, incidental, punitive and special damages, wasted management time, loss of anticipated savings, business, data, goodwill, opportunity, profits and revenue; consequential and indirect loss including in each case pure economic loss.

Contents

The Contents of the **Buildings** (other than residential accommodation) used in connection with the **Business**, belonging to **You** or for which **You** are legally responsible, including:

- (a) trade fixtures and fittings and **All Other Contents**
- (b) tenants Improvements, external signs, aerials and satellite dishes;
- (c) any telephone installation, gas or electricity meter
- (d) National Lottery equipment for which **You** are responsible.

We will not pay for:

- (a) **Stock** and **Target Stock**
- (b) **Money**
- (c) glass in the shop front
- (d) **Personal Effects** comprising jewellery and furs
- (e) landlords' fixtures and fittings
- (f) property more specifically insured.

Customer Accounts

Your accounts for all customers who trade with **You** on a credit or hire purchase basis.

Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a **Virus or Similar Mechanism** or a **Denial of Service Attack**, unauthorised access to or use of **Computer and Electronic Equipment**.

Damage

Physical loss or destruction of, or damage to, the **Property Insured**.

Data

All information which is:

- (a) electronically stored
- (b) electronically represented
- (c) contained on any current and back-up disks, tapes or other materials or devices used for the storage of Data including but not limited to operating systems, records, programmes, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of **Data** including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute **Computer and Electronic Equipment**.

Denial of Service Attack

Any actions or instructions with the ability to **Damage**, interfere with, or otherwise affect the availability of **Computer and Electronic Equipment, Data**, networks, network services, network connectivity or information systems.

This includes but is not limited to the generation of excess traffic into network addresses, the exploitation of systems or network weaknesses, and the generation of excess or non-genuine traffic between or amongst networks.

Derangement

Electrical or mechanical malfunction of **computers** arising from a cause internal to the computer unaccompanied by visible damage to or breaking out of any parts of the **computer**.

Employee

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

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

Estimated Gross Profit

Your estimate of **Gross Profit** for the financial year most closely corresponding to the **Period of Insurance** (proportionately increased if the **Maximum Indemnity Period** exceeds 12 months).

Estimated Gross Revenue

Your estimate of **Gross Revenue** for the financial year most closely corresponding to the **Period of Insurance** (proportionately increased if the **Maximum Indemnity Period** exceeds 12 months).

Excess(es)

The first amount(s) of each and every claim, as shown in **Your** policy or the **Schedule**, for which **You** are responsible after all other terms and Conditions have been applied.

Expenses

Costs and charges which have been Incurred by you in preparing and running the Insured event.

Failure

Any partial or complete reduction in the:

- (a) performance
- (b) availability
- (c) functionality
- (d) ability to recognise or process any date or time of any:
 - (i) **Computer and Electronic Equipment**
 - (ii) electronic means of communication
 - (iii) web site.

Gross Fees

The **Money** paid or payable to **You** in the course of the **Business** at the **Premises**.

Gross Profit

- (a) The combined value of the **Turnover**, closing **Stock** and work in progress less
 - (b) The combined value of opening **Stock** and work in progress and **Specified Working Expenses**.
- The values of opening and closing **Stocks** and work in progress will:
- (a) be calculated using **Your** usual accounting methods
 - (b) make do provision for depreciation.

Gross Revenue

The **Money** paid or payable to **You** for work done and for services rendered in the course of the **Business** at the **Premises**.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves **Data**, whether **Your** property or not.

Hazardous substance

Any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency.

Indemnity Period

The period during which the **Business** results are affected due to the **Damage**, starting from the date of the **Damage** and lasting no longer than the **Maximum Indemnity Period**.

Indemnity Period for Rent Payable

The period during which the **Buildings** or any part thereof are unfit for occupation in consequence of **Damage**.

Injury or illness

Any accidental bodily injury or illness suffered by a **member** while playing golf at **your business premises** during the **period of insurance** which prevents the **member** from playing golf for more than fifty consecutive days.

Insured Person

You or **Your** directors, principals or **Employees**

Insured event

Each event, conference or exhibition shown in the schedule taking place within the **geographical limits**.

Insurer

Accelerant Insurance UK Limited.

Intruder Alarm System

The component parts detailed in the alarm specification including the means of communication used to transmit signals.

Keyholder

You or any **Responsible Person** or keyholding company authorised by **You** to:

- (a) accept notification of faults or alarm signals relating to the **Intruder Alarm System**
- (b) attend and allow access to the **Premises**

at least one of whom must be available at all times.

Licence

The Licence which authorises the **Premises** to be used for one or more licensable activities in connection with the **Business**.

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of, or **Damage** to, **Data**, of whatsoever nature, in whole or in part, including, but not limited to, **Loss of Data** resulting from **Damage** to **Computers and Electronic Equipment** or **Data Storage Materials**, including while stored on **Data Storage Materials**.

Loss of Licence

- (a) forfeiture due to licensing regulations
- (b) refusal to renew by the licensing authority due to causes beyond **Your** control.

Loss of Limbs or Eyes

Physical Injury, which solely and directly results in:

- (a) loss by physical severance of the hand or foot at or above the wrist or ankle or the total and permanent loss of use of an entire hand or arm or an entire foot or leg
- (b) total and irrecoverable loss of all sight in one or both eyes.

Malicious Event

- (a) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- (b) malicious persons, other than thieves and **Cyber Vandals**.

Maximum Indemnity Period

The number of months stated in the **Schedule**.

Maximum Limit

- (a) The result of dividing the Sum Insured for Increase in Cost of Working by the number of separate **Buildings** at all of the **Premises**.
- (b) If a special limit stated in the **Schedule** applies to one or more **Building**, the Maximum Limit for the **Building** will be calculated by applying the 'Percentage Limit' shown against each **Building** to the Sum Insured for Increased Cost of Working. The remainder of the Sum Insured will be divided equally between the other **Buildings** to produce the Maximum Limit for each. If the limit is shown as an amount, this amount will be the Maximum Limit for the **Building** concerned.

Media

All forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic **Data** processing equipment.

Media Artwork

Film, photographs, negatives, artwork, transparencies, slide prints, recorded video tapes, soundtracks, animation cells and computer images, software and material used to generate images, all in respect of **your** productions or photographic shoots, and which belong to **you** or for which **you** are legally responsible.

Member

Your:

- (a) current registered members;
- (b) past members whilst acting on your behalf under your supervision;
- (c) prospective members whilst participating in your activities under your supervision.

Money

Cash, bank currency notes, cheques, giro cheques, travellers cheques, postal or money orders, banker's' drafts, current postage and revenue stamps, unused units in postage stamp franking machines, national insurance stamps, stamped or franked national insurance cards, national savings stamps, national savings certificates, premium bonds, holiday-with-pay stamps, bills of exchange, credit and debit card sales vouchers, luncheon vouchers, consumer redemption vouchers, trading stamps, gift tokens, lottery and other prize scratch cards, VAT purchase invoices all pertaining to the **Business** and belonging to **You** or which is **Your** responsibility.

Non-Negotiable Money

Crossed cheques, crossed **Money** orders, crossed postal orders, crossed bankers' drafts, stamped national insurance cards, national savings certificates, unexpired units in franking machines, credit card sales vouchers and VAT purchase invoices.

Outbuildings

Any building at the Premises which does not incorporate permanent foundations below ground level.

Period of Insurance

From the effective date until the expiry date shown in the **Schedule**.

Permanent Total Disablement

Physical Injury not resulting in death or **Loss of Limbs or Eyes**, which solely and directly results in permanent and absolute inability of the **Insured Person** to attend to any part whatsoever of their occupation or any other occupation for which they are fitted by knowledge or training.

Personal Effects

Those articles which are normally worn or carried by the user when in use.

Personal Effects

Articles worn, used or carried about the person excluding cash, bank and currency notes and jewellery.

Physical Injury

Injury (including multiple injuries sustained in one incident) caused solely and directly by violent, external and visible means (excluding sickness, disease or mental illness or shock) as a result of malicious attack by anyone stealing or attempting to steal the **Property Insured** or **Money**.

Pollution and/or Contamination

- (a) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (b) all loss, **Damage to Property** and **Bodily Injury** directly or indirectly caused by such pollution or contamination.

Premises

The **Buildings** and land inside the boundaries at the risk address shown in the **Schedule**.

Products Supplied

Anything which is:

- (a) manufactured, sold, supplied, processed or treated
- (b) repaired, serviced or tested
- (c) installed, constructed, erected or transported

by **You** or on **Your** behalf and which is no longer owned by **You** or in **Your** custody or control or that of any **Employee**.

Property Insured

Property Insured as detailed in the **Schedule**.

Rate of Gross Profit

Gross Profit earned on and expressed as a percentage of **Turnover** during the financial year immediately before the date of the **Damage**.

The **Rate of Gross Profit** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

Reconstitution of data

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

Remainder Limit

The **Maximum Limit** less any sum paid or payable for loss during the first three months of the **Indemnity Period**.

Remainder Period

The **Maximum Indemnity Period** less three months.

Rent Receivable

The **Money** paid or payable to **You** by the tenants for rental of the **Premises**.

Responsible Person

You or any person authorised by **You** to be responsible for the security of the **Premises** or property.

Schedule

The document attaching to this policy that contains details of the **Insured**; the **Premises**; the Sections of cover, any **Excess(es)** and Endorsements that are operative.

Seasonal Business Usage

Not in active use due to seasonal closure directly linked to the **building's** normal recreational or sporting activity.

Specified Disease

Any of the following diseases contracted by any person

- (a) Acute encephalitis, Acute poliomyelitis, Anthrax, Botulism, Brucellosis, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Plague, Rabies, Relapsing fevers, Rubella, Scarlet fever, Smallpox, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Whooping cough, Yellow fever
- (b) Viral haemorrhagic fever caused by the following virus's Lassa virus, Junin virus, Machupo virus, Sabia virus, Guanarito virus, Ebola virus, Marburg virus, Crimean-Congo haemorrhagic fever virus, Hanta virus, Rift Valley fever virus, Yellow fever virus, Dengue virus.

Specified Event

The following insured events:

Fire, lightning, explosion, earthquake and/or subterranean fire, theft, storm, flood, escape of water from any fixed tank, apparatus or pipe, and, impact by aircraft or other aerial devices, any vehicle or articles falling from them, or by animals.

Specified Working Expenses

- (a) purchases of materials for production or re-sale (less any discounts received)
- (b) bad debts
- (c) discounts allowed
- (d) any additional **Specified Working Expenses** stated in the **Schedule**.

The words and expressions used in this Definition will have the meaning usually attached to them in **Your** books and accounts.

Standard Gross Fees

The **Gross Fees** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

The **Standard Gross Fees** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

Standard Gross Revenue

The **Gross Revenue** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

The **Standard Gross Revenue** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

Standard Turnover

The **Turnover** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

The **Standard Turnover** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

Stock

Stock in trade belonging to **You** or held in trust or on commission by **You** for which **You** are responsible, excluding **Target Stock**.

Target Stock

Stock in trade belonging to **You** or held in trust or on commission by **You** for which **You** are responsible comprising :

- (a) cigars, cigarettes and tobacco
- (b) e-cigarettes and accessories
- (c) wines and spirits
- (d) radio, television, audio or video equipment, tapes, cassettes and discs
- (e) computers, computer equipment and games
- (f) portable electronic devices
- (g) non-ferrous metals
- (h) photographic equipment and binoculars.

Technical equipment

The following equipment used in connection with the **business** which belongs to **you** or for which **you** are legally responsible:

- (a) cameras and ancillary equipment;
- (b) PA, sound and lighting equipment;
- (c) portable electrical equipment;
- (d) mechanical effects equipment;
- (e) grip equipment;
- (f) props, sets and wardrobes;
- (g) make-up and prosthetics;
- (h) editing and recording equipment;
- (i) video and broadcast equipment.

Media artwork is not included within this definition.

Temporary Total Disablement

Physical Injury which solely and directly results in total and absolute inability of the **Insured Person** to attend any part whatsoever of their occupation Territorial Limits

- (a) the United Kingdom, the Isle of Man and the Channel Islands
- (b) a country which is a member of the European Union but only in respect of temporary **Business** carried out by **You** and any **Employee** normally resident in the territories set out in (a) above
- (c) elsewhere in the world in respect of temporary **Business** journeys by any person normally resident in the territories set out in (a) above which do not involve manual labour or the supervision of manual labour.

Terrorism

Any act or acts, including but not limited to

- (a) the use of force or violence and/or the threat thereof and /or
- (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and /or radiological means caused or occasioned by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence or overthrow any government and/or to put the public, or any section of the public, in fear.

Turnover

The **Money** paid or payable to **You** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**.

Unattended Vehicle

Any vehicle left without a **Responsible Person** either within the vehicle or sufficiently close to keep the vehicle under constant observation and able to prevent any attempt by any other person to interfere with the Vehicle.

Unlawful Association

Any organisation which is engaged in **Terrorism** including any organisation which, at any relevant time, is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

Unoccupied

Any **Building** or part thereof that is unoccupied or not in active use by You or any legal tenant of Yours for a period of more than 45 consecutive days.

Venue

The location(s) stated in the schedule where the **insured event(s)** is (are) to be held.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

We/Us/Our

Bspoke Sports & Leisure acting on behalf of the **Insurer**.

You/Your/Yourselves

The person, persons, company, companies, partnership, partnerships or unincorporated association named in the **Schedule** as the Insured.

Your Activities

Your activities declared to **us** and accepted by **us**, shown in the schedule.

Section A – Equipment Breakdown

What is Covered

What is Covered	What is not Covered
<p>Building repair and reconstruction</p> <p>If failure of insured equipment, computers or oil or water storage tanks covered by this section causes damage to a building covered by this policy, and the loss is increased by enforcement of any regulation or legal requirement that:</p> <ol style="list-style-type: none"> regulates the construction or repair of buildings; or establishes land use requirements, <p>then we will pay for the necessary and reasonable additional costs incurred by you to:</p> <ol style="list-style-type: none"> demolish and clear the site of undamaged parts; and repair or rebuild the building. <p>If the building is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by any land use regulation or legal requirement.</p> <p>Equipment and computers</p> <p>We will insure you against failure occurring during the period of insurance to:</p> <ol style="list-style-type: none"> equipment at the business premises; and computers at the business premises; and computers temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. <p>Expediting expenses</p> <p>We will pay for the reasonable costs to make temporary repairs and expedite permanent repairs to or permanent replacement of equipment or computers following failure occurring during the period of insurance.</p> <p>Hazardous substances</p> <p>We will pay for the additional cost to repair, replace, clean-up or dispose of equipment or computers solely due to contamination by a hazardous substance following a failure occurring during the period of insurance.</p> <p>Oil and water storage tanks</p> <p>We will pay for:</p> <ol style="list-style-type: none"> failure occurring during the period of insurance to oil and water storage tanks, including connected pipework, which belong to you or for which you are legally responsible at the business premises; and the reasonable costs to: <ol style="list-style-type: none"> replace the contents of oil storage tanks at the premises; and clean and decontaminate property at the premises, following damage to such tanks covered by this section, if the contents of the tank leak, discharge or overflow from the tank or are contaminated as a direct result of the damage. 	<p>We will not make any payment for:</p> <ol style="list-style-type: none"> damage to equipment, computers or oil or water storage tanks due to failure caused by wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause; failure caused by: <ol style="list-style-type: none"> a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or an insulation breakdown test of any type of electrical equipment; or a virus. The value to you of any lost or distorted data or information. damage to: <ol style="list-style-type: none"> any structure, foundation, masonry, brickwork, cabinet or compartment which supports equipment, computers or oil or water storage tanks; any insulating or refractory material; sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system; water piping other than boiler feedwater piping, boiler condensate return piping, hot water heating and supply piping or water piping forming a part of a refrigerating or air conditioning system; sprinkler system tanks; vehicles other than fork-lift trucks, aircraft, floating vessels or any equipment mounted on them; dragline, excavation or construction equipment; equipment manufactured by you for sale; tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal; any electronic equipment, other than computers, used for research, diagnostic, treatment, experimental or other medical or scientific purposes; domestic laundry, kitchen, audio visual and home entertainment equipment whilst such equipment is used in private living quarters. damage to any equipment, computers or oil or water storage tanks not insured under the other Property sections of this policy. loss or damage recoverable under any maintenance agreement, warranty or guarantee, or which would be recoverable but for a breach of your obligations under such agreement, warranty or guarantee.

<p>Reconstitution of electronic data</p> <p>The reasonable costs for reconstitution of data as a direct result of:</p> <p>a. failure covered under this section; or</p> <p>b. derangement occurring during the period of insurance.</p>	<p>7.</p> <p>(a) damage directly or indirectly caused by, resulting from or in connection with terrorism or any action taken to control, prevent or respond to terrorism;</p> <p>(b) damage in Northern Ireland directly or indirectly caused by civil commotion.</p> <p>If there is any dispute between you and us over the application of this exclusion, it will be for you to show that the exclusion does not apply.</p> <p>8. war, confiscation and nuclear risks.</p> <p>9. the amount of any excess.</p>
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Section Conditions

(also refer to the General Policy Conditions)

1. Backing up electronic data

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

2. If any damage occurs

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

- (a) notify **us** promptly of any **failure** which might be covered; and
- (b) 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.

3. Precautions

You must take reasonable steps to:

- (a) comply with any statute or order applicable to the insured **equipment, computers** or oil or water storage tanks; and
- (b) ensure that insured **equipment, computers** and oil or water storage tanks are properly maintained and used in accordance with the manufacturer's recommendations.

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

Section A also provides the following Cover Enhancements

1. Debris removal

We will pay the necessary and reasonable costs and expenses **you** incur to remove debris of **equipment, computers**, oil or water storage tanks or other insured items from the **business premises** or the area immediately adjacent, following **damage** insured by this section.

2. Other interests

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

3. Repair and replacement

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

- a) for **equipment, computers**, oil or water storage tanks or other insured items owned by **you**, the cost of repair or replacement as new;
- b) for **equipment, computers**, oil or water storage tanks or other insured items for which **you** are legally responsible, the lesser of:
 - i) **your** liability in respect of the **equipment** or **computers** or items; or
 - ii) the cost of repair or replacement.

Section B – Specified All Risks

(only operative if stated in the Schedule)

Section Definitions

(also refer to the Policy Definitions)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Territorial Limits

- On Premises means within **Your Premises**
- U.K. means anywhere within the United Kingdom, the Isle of Man and the Channel Islands.
- EU means anywhere within any member country of the European Union or within Iceland, Liechtenstein, Norway or Switzerland
- Worldwide means anywhere in the world.

What is Covered	What is not Covered
<p>Damage to the Property Insured shown in the Schedule against damage occurring during the Period of Insurance within the Territorial Limits as specified in the Schedule.</p> <p>Continuing hire charges Loss of hiring charges for which you are legally responsible under a standard hire contract arising directly from damage insured under this section. The most We will pay is £50,000 any one occurrence.</p> <p>Loss of hire fee Loss of fees you would have received for the hire of your contents under a standard hire contract but for damage insured under this section, for the period beginning at the date of the damage until the contents are repaired or replaced but for no longer than six months. £25,000 or 10% of the amount insured for Contents away from the business premises, whichever is less.</p> <p>Alternative hire costs Necessary and reasonable additional costs and expenses you incur in hiring alternative equipment to fulfil the commitments of your business following damage to contents insured under this section. We will only pay for hire costs for the period beginning at the date of the damage until the contents are repaired or replaced but for no longer than six months. The most We will pay is £30,000 any one occurrence.</p> <p>Re-shoot or re-compilation costs Necessary and reasonable additional costs and expenses you incur in completing a production or photographic shoot following damage occurring during the period of insurance to media artwork, which would not otherwise have been incurred in completing the production. Alternatively, if the production or photographic shoot is necessarily abandoned as a result of such damage to media artwork, we will pay the expenditure incurred by you in the production or photographic shoot up to the date of the damage. The most We will pay is £2,500 any one occurrence.</p>	<p>Damage caused by:</p> <p>(a) Inherent or latent defect, gradual deterioration, wear and tear, depreciation, frost or change in the water table, its own faulty or defective design or materials</p> <p>(b) faulty or defective workmanship, operational error or omission by You or any of Your Employees but We will pay for subsequent Damage which itself results from a cause not otherwise excluded.</p> <p>Damage caused by:</p> <p>(a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects or toxic mould</p> <p>(b) change in temperature, colour, flavour, texture, finish or atmospheric or climatic conditions.</p> <p>(c) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.</p> <p>but We will pay for:</p> <p>(a) such Damage not otherwise excluded which itself results from a Specified Event or from any other accidental loss, destruction or Damage.</p> <p>(b) subsequent Damage which itself results from a cause not otherwise excluded.</p> <p>theft from any Unattended Vehicle unless the item is completely hidden within the luggage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer are fully operational theft of contents or media artwork whilst not under the personal supervision of you or anyone authorised by you unless involving:</p> <p>i. forcible entry into or exit from a securely locked building; or</p> <p>ii. assault or threat of violence to any person contained within the definition of you</p> <p>Damage caused by:</p> <p>(a) acts of fraud or dishonesty by any partner, director, or Employee of Yours</p> <p>(b) unexplained disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error.</p> <p>(c) any process of fitting, testing, servicing, repair, renovation or adjustment.</p> <p>Damage caused by Pollution or Contamination:</p>

However, **we** will not pay for:

- (a) any claim or loss arising from errors of judgment in exposure, lighting or sound recording or from the use of incorrect type of camera lens, raw film or tape stock;
- (b) any claim or loss arising from the erasure of sound or video tapes due to magnetic or electrical fields, unless beyond **your** reasonable control;
- (c) any claim or loss arising from delay, confiscation or detention by customs or government officials;
- (d) any claim or loss arising from abandonment of the production or of any **contents**;
- (e) any claim or loss arising from the **failure of computers or technical equipment**;
- (f) any fines, penalties or contractual damages due to abandonment or delay in delivery of the production or photographic shoot;
- (g) **damage** to cut outs, unused footage or library stock which do not form part of the final completed production or photographic shoot;
- (h) the value to **you** of any **media artwork**.

but **We** will pay for destruction of or **Damage** to the **Property Insured**

not otherwise excluded, caused by:

- (a) **Pollution or Contamination** which itself results from a **Specified Event**
- (b) any **Specified Event** which itself results from **Pollution or Contamination**

storm or **flood** unless the item is stored in a building that is **standard construction** or in a shipping container; coastal or river erosion;

frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** is occupied and in use;

date recognition

a **virus** or **hacker**;
packing being inadequate.

damage to contents or media artwork being cleaned, treated, tested, commissioned, serviced, maintained, renovated, restored or repaired,, other than fine art.

damage to contents or media artwork whilst in transit by courier or postal service unless agreed in writing by us.

loss or distortion of information resulting from failure of any computers.

the value to you of any lost or distorted information.

damage to contents directly resulting from its own failure.

misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.

unexplained loss or disappearance or inventory shortage.

loss due to clerical or accounting errors.

loss by fraud or dishonesty of any partner, director or employee of yours.

financial loss due to your parting with title or possession of property or rights to property prior to receiving payment in full other than fraudulent hire where stated on, and up to the limit stated in, the schedule.

consequential, indirect or financial losses of any kind, other than continuing hire charges, alternative hire costs and loss of hire fees where stated on, and up to the limit stated in, the schedule.

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

The **Excess** shown in the **Schedule**.

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Average

The Sum Insured under each Item shown in the **Schedule** is separately subject to **Average**.

2. Basis of Claims Settlement

We will pay the full cost of repair or reinstatement of the **Property Insured** to a condition equal to but not better than its condition when new provided that the cost is incurred.

3. Hiring equipment

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

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

4. Re-Shoot or re-compilation costs

You must:

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

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

Section B also provides the following Cover Enhancements

1. **Repair and replacement**

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

- (a) for **contents** other than **stock, fine art** or hired in **technical equipment**, the cost of repair or replacement as new.
- (b) for **stock** other than second-hand stock or goods held in trust, the cost of repair or replacement at the cost price to **you**.
- (c) for second-hand **stock**, the cost of repair or replacement at the trade market value.
- (d) for hired-in equipment, the lesser of:
 - a. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract; or
 - b. the costs of repair of the hired-in equipment; or
- (e) the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
- (f) for goods held in trust, the lesser of:
 - a. **your** liability in respect of the goods held in trust; or
 - b. the cost of repair or replacement at the trade market value of such goods.
- (g) for **fine art**, the agreed value of the individual item lost or damaged as shown in the schedule or valuation. However, if the item is only partly damaged, we will decide whether **we** repair, restore, replace or pay the agreed value of the damaged item. If **we** repair or restore a damaged item, **we** will also pay for any loss in value.

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

2. **Fraudulent hire**

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

- (a) retained a copy of the credit card details of the hirer and a copy of the hirer's letterhead and a copy of at least two utility bills for the hirer relating to the same premises; and
- (b) only allowed the actual hirer or representative of the hiring company to collect the hire items.

3. **Storm and flood**

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

4. **Debris removal**

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

5. **Other Interests**

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

6. **Pairs and Sets**

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

Section C – Money

(only operative if stated in the *Schedule*)

Section Definitions

(also refer to the *Policy Definitions*)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Business Hours

The period during which the **Premises** are occupied for **Business** purposes and during which **You** or **Your Employees** entrusted with **Money** are on The **Premises** or at the sites of contract in connection with The **Business**.

What is Covered	What is not covered
<p>1. Money</p> <p>Damage to</p> <ul style="list-style-type: none"> a) Money b) Safes or strongrooms which normally contain Money caused by theft or attempted theft. c) stamp franking machines caused by theft or attempted theft. <p>Provided that:</p> <ul style="list-style-type: none"> (a) whenever the Buildings are unattended any safe containing Money is securely locked and all keys to that safe are removed from the Premises or kept on Your person or one of Your Employees (b) You keep a complete record of Money in transit and on Your Premises and deposit that record in a secure place other than a safe or strongroom containing Money 	<p>Loss from any unattended road vehicle.</p> <p>Loss caused by or due to clerical or accounting errors.</p> <p>Loss of Money during transit by unregistered post.</p> <p>Loss resulting from depreciation in value, dishonoured cheques or the use of counterfeit Money.</p> <p>Loss from</p> <ul style="list-style-type: none"> A) gaming, amusement or vending machines in excess of £300 B) any automated teller machine or cash dispensing machine unless specifically insured under this Section. <p>Loss occurring outside the United Kingdom, the Isle of Man and the Channel Islands.</p> <p>Consequential loss or Damage of any kind or description.</p> <p>Loss of Money more specifically insured elsewhere.</p> <p>The Excess shown in the <i>Schedule</i>.</p>

The most **We** will pay for **Money** is shown below and in the *Schedule*

Cover description and locations	Limit of liability any one claim
Money:	
(a) in the Buildings during Business Hours	(a) The During Business Hours limit in the <i>Schedule</i>
(b) in a bank night safe	(b) The Bank Night Safe limit in the <i>Schedule</i>
(c) in transit to and from the Premises whilst in the custody of You or an authorised Employee	(c) The In Transit limit in the <i>Schedule</i>
(d) whilst at Your home or the home of any authorised Employee	(d) £500
(e) in the Buildings whilst left unattended or outside Business Hours and not secured in a locked safe	(e) The Money outside Business Hours not in a safe limit in the <i>Schedule</i>
(f) in the Buildings whilst left unattended or outside Business Hours and secured in a locked safe	(f) The Locked Safe outside Business Hours limit in the <i>Schedule</i>
(g) in gaming, amusement or vending machines	(g) £300

What is Covered	What is not covered
<p>2. Personal Accident (Assault)</p> <p>We will pay the sum or sums shown in the Table of Benefits below if an Insured Person sustains Physical Injury. Provided that:</p> <p>(a) only one benefit under Benefits A - C inclusive shall be payable in respect of any one injury</p> <p>(b) Benefit D shall cease immediately You are entitled to claim Benefits A, B or C</p> <p>(c) no Benefit shall be payable as a result of committing suicide or attempting to commit suicide, or intentional self-inflicted injury or sickness or disease not directly resulting from Physical Injury.</p>	

Table of Benefits If Physical Injury is the only and direct cause of:		Limit of liability any one claim
A	Death occurring within 24 months	The Personal Accident (assault cover) limit in the Schedule
B	Loss of Limbs or Eyes occurring within 12 months	The Personal Accident (assault cover) limit in the Schedule
C	Permanent Total Disablement occurring within 12 months	The Personal Accident (assault cover) limit in the Schedule
D	Temporary Total Disablement occurring within 12 months payable up to a maximum of 24 months from the date on which the Insured Person attends a qualified medical practitioner.	Normal weekly wage or salary up to £100 per week

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Automatic Telling Machine (ATM) Condition

Where **You** are responsible for an ATM at the **Premises**, in respect of loss of **Money** that;

- (a) the filling of any ATM and the removal of **Money** from any ATM is carried on outside **Business Hours**
- (b) outside **Business Hours**:
 - (i) all **Money** is removed from the ATM and placed in a safe
 - (ii) the door to the ATM and security container are left open
 - (iii) notices are displayed in prominent places stating that the ATM holds no **Money**.

2. Basis of Claims Settlement

Claims under this Section shall be settled either on the basis of an amount equal to the value of the **Money**, or other **Property Insured** under this Section, at the time of the **Damage** or, at **Our** option, the reinstatement or replacement of such other property or any part of it.

3. Medical Evidence

- (a) **We** may require:
 - (i) an **Insured Person** to undergo medical examination
 - (ii) a post mortem to be carried out at **Our** expense.
- (b) **You**, or **Your** legal representative will supply to **Us**, at **Your** expense, any:
 - (i) certificate
 - (ii) information
 - (iii) evidencein the format **We** require

4. Money in Transit

- (a) **Money** in transit is accompanied by the following number of persons, who must either be **You** and/or any director, partner or **Employee of Yours**:
 - (i) over £3,000 up to £5,000 by at least 2 persons
 - (ii) over £5,000 up to £7,500 by at least 3 persons
 - (iii) over £7,500 up to £10,000 by at least 4 persons
- (b) **Money** in transit over £10,000 to be carried by a professional security company.
- (c) private transport is used for amounts of **Money** in transit greater than £3,000 where the distance exceeds half a mile.

5. Premium Adjustment

If the premium under this Section is based on estimates provided by **You**, **You** shall keep an accurate record containing all relevant information.

You shall at all times allow **Us** to inspect such record and shall supply such particulars and information as **We** may require within one month from the expiry of each **Period of Insurance** and the premium shall then be adjusted by **Us**, subject to any minimum premium chargeable for the risk being retained by **Us**.

6. Records and Key Security

If in relation to any claim for loss of **Money** **You** have failed to fulfil any of the following Conditions, **You** will lose **Your** right to indemnity or payment for that claim.

You must:

- (a) keep a complete record of **Money** in a secure place other than in a safe or strongroom containing **Money**.
- (b) ensure that outside **Business Hours**, all safes and/or strongrooms are kept locked, and the keys are removed from the **Premises** unless the **Premises** are occupied by **You** or any director, partner or authorised **Employee of Yours**, in which case the keys must be kept in a secure place away from any safe or strongroom.
- (c) ensure that whenever the **Premises** are closed for **Business** or left unattended, all security devices to protect the **Premises** are properly fitted and put into full operation.

Section C also provides the following Cover Enhancements

1. Clothing and Personal Effects

Damage to clothing and **Personal Effects** of **You** or **Your Employees** caused by robbery. The most **We** will pay is £750 per person.

2. Containers

The indemnity provided under this Section includes **Damage** to:

- (a) cases, bags, belts or waistcoats used for carrying **Money**
- (b) cash registers provided they are left open, with **Money** removed, outside of **Business Hours** or whenever the **Buildings** are left unattended caused directly by theft or attempted theft of **Money**.

The most **We** will pay is £1,000 any one claim.

3. Fidelity

Theft of **Money** arising from any act of fraud or dishonesty by any of **Your Employees**. Provided that the theft is discovered by **You** within 7 days of the act of fraud or dishonesty. The most **We** will pay is £25,000 any one claim.

- **Non-Negotiable Money**

The indemnity provided under this Section includes **Non-Negotiable Money** all pertaining to the **Business** and belonging to **You** or which is **Your** responsibility.

The most **We** will pay is £250,000 for any one claim.

Section D – Employers' Liability

(only operative if stated in the *Schedule*)

Section Definitions

(also refer to the Policy Definitions)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Compensation

Damages, including interest.

Costs and Expenses

- (a) fees for **Your** legal representation at
 - (i) any Coroner's Inquest of Fatal Accident Inquiry
 - (ii) proceedings in any court of Summary Jurisdiction arising out of any alleged breach of statutory duty.
 - (b) costs and expenses incurred with **Our** written consent.
 - (c) any claimant's legal costs for which **You** are legally liable.
- in connection with any event which is or may be the subject of indemnity under this Section.

Limit of Indemnity

The amount stated in the *Schedule*, including **Costs and Expenses**, up to which **We** will pay in respect of any or all claims arising out of one cause.

What is covered	What is not covered
<p>Your legal liability to pay:</p> <ul style="list-style-type: none"> (a) Compensation to any Employee (b) Costs and Expenses <p>as a result of Bodily Injury caused in the course of the Business during the Period of Insurance and within the Territorial Limits. The most We will pay is the Limit of Indemnity.</p>	<p>Any liability:</p> <ul style="list-style-type: none"> (a) as a result of work in or on, or travel to, from or within any offshore <ul style="list-style-type: none"> (i) accommodation, exploration, drilling or production rig or platform (ii) support vessel (b) for which compulsory insurance or security is required under either <ul style="list-style-type: none"> (i) the Road Traffic Act 1988, or (ii) the Road Traffic (Northern Ireland) Order 1981 or any amending or subsequent legislation. (c) for <ul style="list-style-type: none"> (i) liquidated damages (ii) penalty clauses (iii) fines (iv) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damage.

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Premium Adjustment

If the premium under this Section is based on estimates provided by **You**, **You** shall keep accurate records containing all relevant information.

You shall at all times allow **Us** to inspect such records and shall supply such particulars and information as **We** may require within one month from the expiry of each **Period of Insurance** and the premium shall then be adjusted by **Us**, subject to any minimum premium chargeable for the risk being retained by **Us**.

2. Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to **Employees** in the United Kingdom, the Isle of Man or the Channel Islands.

However, **You** will repay **Us** all sums **We** would not have been liable to pay but for the provisions of such law.

Section D also provides the following Cover Enhancements

1. Additional Activities

The **Business** includes:

- (a) ownership, use and upkeep of the **Premises**, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any **Employee**
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any **Employee**, with **Your** prior consent, for **You** or any director or **Employee**.

2. 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 a customer of **your business** for whom **you** are providing services under contract or agreement and **you** are liable for that claim, we will treat such claim as if made against **you** and make the same payment to such customer that **we** would have made to **you**, provided that the party to be indemnified:

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

3. Contractual Liability

We will compensate **You** in respect of liability for **Bodily injury** imposed on **You** solely by reason of the terms of any agreement. Provided that the conduct and control of any claim is vested in **Us**.

We will not provide indemnity in respect of any agreement for or including the performance of work outside the United Kingdom, the Isle of Man or the Channel Islands.

4. Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

We will compensate **You** in respect of:

- (a) legal fees and expenses incurred with **Our** written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity:

- (i) unless the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within the United Kingdom, the Isle of Man and the Channel Islands and in connection with the **Business**.
- (ii) in respect of proceedings which
 - a. result from any deliberate act or omission by **You**
 - b. relate to any person other than an **Employee**.
- (iii) in respect of any:
 - a. fines
 - b. remedial or publicity orders or any steps required to be taken by such orders.
- (iv) where indemnity is provided by another insurance policy.

5. Costs of Court Attendance

We will compensate **You** if, at **Our** request, any director, partner or **Employee** is attending court as a witness in connection with a claim for which **You** are entitled to indemnity.

The most **We** will pay is

- (a) for each director or partner: £250 per day
- (b) for each **Employee**: £150 per day

6. 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**

7. Cross Liabilities

We will compensate each party:

- (a) named as the **Insured** in the **Schedule**
- (b) entitled to indemnity under this Section as if a separate policy had been issued to each.

The total amount payable will not exceed the **Limit of Indemnity** regardless of the number of parties claiming to be indemnified.

8. Health and Safety Legislation - Legal Defence Costs

We will compensate **You** and, at **Your** request any director, partner or **Employee** in respect of:

- (a) legal fees and expenses in defending proceedings, including appeals
- (b) prosecution costs awarded against **You** or any director, partner or **Employee** arising from any health and safety inquiry or criminal proceedings in respect of any health and safety legislation of the United Kingdom, the Isle of Man or the Channel Islands.

We will not compensate **You**:

- (a) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** and in the course of the **Business** within the United Kingdom, the Isle of Man or the Channel Islands
- (b) in respect of
 - (i) fines or penalties of any kind
 - (ii) proceedings resulting from any deliberate act or omission of any party claiming to be indemnified.
 - (iii) proceedings relating to the health, safety or welfare of any person who is not an **Employee**.
- (c) where indemnity is provided by another insurance policy.

9. 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:

- (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.

10. Indemnity to Other Persons

We will compensate:

- (a) **Your** personal representatives in respect of legal liability **You** incur
- (b) at **Your** request:
 - (i) any director, partner or **Employee** of **Yours**
 - (ii) the officers, committee and members of **Your**
 - a. catering, social, sports, educational, medical, dental and welfare organisations
 - b. fire, security, first aid and ambulance services
 - (iii) any Principal for whom **You** are carrying out a contract but only to the extent required by the contract conditions.
 - (iv) those who hire plant to the extent required by the hiring conditions.or the personal representatives of these persons against legal liability in respect of which **You** would have been entitled to indemnity if the claim had been made against **You**.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

11. Unsatisfied Court Judgements

If any **Employee** or their personal representatives obtains a judgement for damages for **Bodily Injury** against any company or individual operating from premises within the United Kingdom, the Isle of Man or the Channel Islands and that judgement remains unpaid for more than six months **We** will pay to the **Employee** or their personal representatives, at **Your** request, the amount of any unpaid damages and awarded costs.

Provided that:

- (a) the **Bodily Injury**:
 - (i) is caused during the **Period of Insurance**
 - (ii) arises out of and in the course of his employment in **Your Business**
- (b) there is no appeal outstanding.
- (c) if any payment is made under this Extension the **Employee** or his or her personal representatives shall assign the judgement to **Us**.

Section E – Public and Products Liability

Section Definitions

(also refer to the Policy Definitions)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Abuse or molestation

Bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.

Clean up costs

The costs incurred by **you** of remediation required by any governmental, administrative or regulatory body, which is not otherwise excluded, to remedy the effects of **pollution** which changes the state of:

- (a) the land; or
- (b) the atmosphere; or
- (c) any watercourse or body of water; or
- (d) any building or other structures

Compensation

Damages, including interest.

Costs and Expenses

- (a) fees for **Your** legal representation at
 - (i) any coroner's Inquest of Fatal Accident Inquiry
 - (ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty.
- (b) costs and expenses incurred with **Our** written consent.
- (c) any claimant's legal costs for which **You** are legally liable in connection with any event which is or may be the subject of indemnity under this Section.

Damage

Physical loss, destruction or damage.

Denial of access

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

Insured event

Each event, conference or exhibition shown in the schedule.

Inefficacy

The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.

Limit of Indemnity

The amount, stated in the **Schedule**, up to which **We** will pay in respect of any or all claims arising out of one cause.

In respect of **Products Supplied** or **Pollution or Contamination**, the **Limit of Indemnity** will apply to the total of all claims occurring in any one **Period of Insurance**.

Personal Injury

- (a) **Bodily Injury**
- (b) Wrongful:
 - (i) arrest, detention or imprisonment
 - (ii) eviction
 - (iii) accusation of shoplifting.

Property

Material property.

Property Damage

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

Tool of trade

Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.

The Cover

What is covered	What is not covered
<p>Your legal liability to pay:</p> <p>(a) Compensation</p> <p>(b) Costs and Expenses</p> <p>as a result of accidental:</p> <p>(i) Personal Injury</p> <p>(ii) Damage to Property</p> <p>(iii) Denial of access; obstruction, trespass, nuisance or interference with any right of way, air, light or water</p> <p>occurring in the course of the Business during the Period of Insurance and within the Territorial Limits.</p> <p>The most We will pay is the Limit of Indemnity and Costs and Expenses.</p> <p>However, in respect of any claim brought in:</p> <p>(a) the United States of America or any territory within its jurisdiction</p> <p>(b) Canada</p> <p>the maximum We will pay, inclusive of Costs and Expenses, is the Limit of Indemnity.</p>	<p>Your legal liability as a result of:</p> <p>(a) Personal Injury to an Employee.</p> <p>(b) the ownership, possession or use by You or on Your behalf or by any person entitled to indemnity under this Section of any:</p> <p>(i) aircraft, aerial device or hovercraft</p> <p>(ii) watercraft exceeding 8 metres in length, railways, railway locomotives or carriages</p> <p>(iii) motor vehicle, trailer or plant:</p> <p>a. in circumstances to which road traffic legislation applies other than:</p> <p>i. where described in the Motor Contingent Liability Extension</p> <p>ii. the loading or unloading of any such vehicle, trailer or plant</p> <p>b. where a more specific insurance is in force</p> <p>(iv) pressure vessel, lifting apparatus or other item of plant owned by You or the maintenance for which You are responsible which has not been inspected to the extent required and approved by statutory regulations</p> <p>(v) firearms.</p> <p>(c) Damage to Property:</p> <p>(i) which You own or is loaned, leased, hired or rented to You</p> <p>(ii) which is held in trust or in the custody or control of:</p> <p>a. You</p> <p>b. any Employee</p> <p>c. any other party who is carrying out work on Your behalf</p> <p>(iii) being worked upon where the Damage is as a direct result of the work undertaken other than in the circumstances described in the Hired, Leased or Rented Premises Extension or the Personal Belongings Extension.</p> <p>d) Damage to or the cost incurred by anyone in repairing, removing, altering, replacing, reapplying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract).</p> <p>e) recalling or making any refund in respect of Products Supplied.</p> <p>f) the cost incurred by anyone in repairing, removing, altering, replacing, reapplying, rectifying, or reinstating defective work carried out by You or on Your behalf.</p> <p>(g)</p> <p>(i) liquidated damages</p>

- (ii) penalty clauses
- (iii) fines
- (iv) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- h) liability imposed on **You** solely by reason of the terms or any contract conditions or agreement in connection with **Products Supplied**.
 - (i)
 - (i) the carrying out of any work
 - (ii) any **Products Supplied** which affects or could affect:
 - a. the navigation, propulsion or safety of any aircraft or other aerial device
 - b. the safety or operation of nuclear installations
 - c. the safety or operation of airports or aerodromes
 - d. runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
 - e. the braking, steering, suspension system or other critical systems of marine vessels, motor vehicles or rail vehicles.
 - (a) any **Product Supplied** which to **Your** knowledge is for use in or supply directly or indirectly to the United States of America or Canada.
 - (b) advice, certification, consultancy, design, formula, inspection, instruction, specification or testing provided separately by **You** or on **Your** behalf for a fee or under a separate contract.
 - (c) any treatment given or administered by **You** or any of **Your Employees**, or the failure to give advice or treatment or any lack of professional duty or skill.
 - (d) errors in connection with the sale, supply, making up, prescribing or dispensing of any drug, medicine, medical, cosmetic or toilet preparation.
 - (e) **Pollution or Contamination** other than 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**.
All **Pollution or Contamination** which arises out of one incident will be deemed to have occurred at the time such incident takes place.
 - (o)
 - (i) exposure to
 - (ii) inhalation of
 - (iii) fears of the consequences of exposure to or the inhalation of
 - (iv) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of **Asbestos** including any product containing **Asbestos**.
 - (p)
 - (i) work in or on, or travel to, from or within
 - (ii) **Products Supplied**, which to **Your** knowledge is for use in or On;
 - a. any offshore:

	<p>b. accommodation, exploration, drilling or production rig or platform</p> <p>c.support vessel.</p> <p>(q) In respect of Damage to Property the Excess shown in the Schedule.</p> <p>(r) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with</p> <p>(i) Virus or Similar Mechanism</p> <p>(ii) Denial of Service Attack</p> <p>(iii) unauthorised access to or use of Computer and Electronic Equipment.</p> <p>However, We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.</p> <p>(s) abuse or molestation</p> <p>(t) hazardous activities</p> <p>any activity involving:</p> <p>(i) the use of or provision of any activities at speeds exceeding ten miles per hour or any quad bikes, go karts or mechanically driven rides, other than fixed coin operated rides for children; or</p> <p>(ii) the use of or provision of any playground equipment or inflatable play equipment including but not limited to bouncy castles, inflatable orbs, slides and rides; or</p> <p>(iii) the use of or provision of any fireworks, bonfires, explosives, pyrotechnics, sparklers or any airborne lantern, sky candle or wish lantern; or</p> <p>(iv) the use of or provision of any weapons, munitions or mechanical restraints; or</p> <p>(v) the use of or provision of any sporting or roller skates, blades or boards; or</p> <p>(vi) the use of or provision of any guides, ropes or bungee cords; or</p> <p>(vii) winter sports including but not limited to skiing, ice skating and the use of bobsleighs or skeletons; or</p> <p>(viii) any kind of race, endurance test, strength test, assault or obstacle course which is known to carry a significantly increased risk of bodily injury including but not limited to a marathon, biathlon, triathlon, iron man competition, mountain bike race, weightlifting, wall climbing, commando challenge or survival training course, however this does not apply to fun runs of ten kilometres or less; or</p> <p>(ix) any kind of stunt or special effect for film or television production , other than computerised graphics;</p> <p>(x) horse riding or any other equestrian activities; or</p> <p>(xi) gymnastics or trampolining; or</p> <p>(xii) extreme sports including but not limited to mountaineering, rock-climbing or potholing; or</p> <p>(xiii) any contact sport or professional sports of any kind; unless declared to us and agreed by us.</p> <p>(u) Tour Operators</p> <p>any activity you perform as a tour operator or organiser as defined by the Package Holidays, Package Travel and Package Tour Regulations 1992.</p> <p>(v) Inefficacy</p>
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(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Premium Adjustment

If the premium under this Section is based on estimates provided by **You**, **You** shall keep accurate records containing all relevant information. **You** shall at all times allow **Us** to inspect such records and shall supply such particulars and information as **We** may require within one month from the expiry of each **Period of Insurance** and the premium shall then be adjusted by **Us**, subject to any minimum premium chargeable for the risk being retained by **Us**.

Section E also provides the following Cover Enhancements

1. Additional Activities

The **Business** includes:

- (a) ownership, use and upkeep of the **Premises**, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any **Employee**
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any **Employee**, with **Your** prior consent, for **You** or any director or **Employee**.

2. Claims against principals

If, as a result of **your business** or **insured event**, any party brings a claim, which falls within the scope of **What is covered**, Claims against **you**, against **your** principal and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to the principal that **we** would have made to **you**, provided that the party to be indemnified:

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

3. Claims occurring

What is covered, Claims against you;

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

- (a) **bodily injury** or **property damage** occurring within the **territorial limits** and during the **period of insurance**; or
- (b) **personal injury** or **denial of access** committed within the **territorial limits** and 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.

4. Clean up costs

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

- (a) unless the **pollution** is caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**.
- (b) which are not intended to curtail or minimise further **pollution** or prevent further significant **property damage** or **bodily injury**;
- (c) to remedy the condition of any property owned, leased or rented by **you**;
- (d) arising out of **pollution** occurring outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- (e) to reinstate or reintroduce any flora or fauna;
- (f) which improve the condition of the land, atmosphere, watercourse, body of water, building or structure beyond that required by any governmental, administrative or regulatory body.

5. Contractual Liability

We will compensate **You** in respect of liability for **Bodily injury** or **Damage to Property** imposed on **You** solely by reason of the terms of any agreement. Provided that the conduct and control of any claim is vested in **Us**.

We will not provide indemnity in respect of any agreement for or including the performance of work outside the United Kingdom, the Isle of Man or the Channel Islands.

6. Consumer Protection Act 1987 – Legal Defence Costs

We will compensate **You** for all **Costs and Expenses** in respect of the defence of a prosecution or in connection with an appeal

against criminal prosecution and conviction in respect of a breach of Part II of the Consumer Protection Act 1987 that has occurred during the **Period of Insurance** in connection with the **Business**.

Provided that **We** will not be liable for:

- (a) the payment of fines or penalties
- (b) a breach that was as a result of an intentional or deliberate act
- (c) liability arising outside the United Kingdom, the Isle of Man and the Channel Islands.

7. **Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Expense Costs**

We will compensate **You** in respect of:

- (a) legal fees and expenses incurred with **Our** written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against **You** which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity:

- (i) unless the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within the United Kingdom, the Isle of Man and the Channel Islands and in connection with the **Business**.
- (ii) in respect of proceedings which:
 - a. result from any deliberate act or omission by **You**
 - b. relate to any **Employee**.
- (iii) in respect of any:
 - a. fines
 - b. remedial or publicity orders or any steps required to be taken by such orders.
- (iv) where indemnity is provided by another insurance policy.

8. **Costs of Court Attendance**

We will compensate **You** if, at **Our** request, any director, partner or **Employee** is attending court as a witness in connection with a claim for which **You** are entitled to indemnity.

The most **We** will pay is:

- (a) for each director or partner: £250 per day
- (b) for each **Employee**: £150 per day

9. **Cross Liabilities**

We will compensate each party:

- (a) named as the Insured in the **Schedule**
 - (b) entitled to indemnity under this Section
- as if a separate policy had been issued to each.

The total amount payable will not exceed the **Limit of Indemnity** regardless of the number of parties claiming to be indemnified.

10. **Data Protection**

We will compensate **You** in respect of:

- (a) legal fees and defence costs
- (b) legal liability for **Compensation** to an individual:
 - (i) the subject of personal data **You** hold and
 - (ii) who suffers material or non-material damage caused by:
 - a. inaccuracy of data
 - b. loss of the data
 - c. unauthorised destruction or disclosure of the data

arising from proceedings brought against **You** under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum **We** will pay for all claims happening during any one **Period of Insurance** is £1,000,000.

We will not provide indemnity in respect of:

- (a) (i) **Personal Injury** other than as provided by this Extension
- (ii) **Damage to Property**

- (iii) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
- (iv) libel, slander or defamation.
- (b) consequential loss.
- (c) liability:
 - (i) as a result of **You** having authorised the destruction or disclosure of the data
 - (ii) which could reasonably have been expected to arise as a result of any other deliberate act or omission by **You** or any **Employee**.
- (d) any fine or statutory payment.
- (e) liability which arises solely by reason of the terms of any agreement.
- (f) liability in respect of liquidated damages or under any penalty clause.
- (g) legal costs or expenses or financial losses in respect of any order
 - (i) for rectification or erasure of data
 - (ii) requiring that data to be supplemented by any other statements.
- (h) proceedings relating to **Compensation** for any **Employee** if the Employers' Liability Section of this policy is not in force.

11. Defamation

If, as a result of **your activities** performed during the **period of insurance** within the **territorial limits**, any party brings a claim against **you** or any **member** for defamation, **we** will indemnify **you** against the sums **you** or such **member** 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 make any payment for defamation:

- (a) for any claim which arises out of any statement which **you** knew, or ought reasonably to have known, was defamatory at the time of publication; or
- (b) for any claim brought outside the United Kingdom and Northern Ireland.

We will not make any payment under this section unless **you** or any **member** notifies **us**;

- (a) immediately and in any event within 7 days of:
- (b) a claim or anything which may give rise to a claim for or arising out of **bodily injury**;
- (c) any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body.
- (d) promptly of any other claim or anything which may give rise to any other claim against **you** or any **member**, including **your** or a **member's** discovery that **products** are defective.

12. Defective Premises

We will compensate **You** in respect of liability arising for accidental **Bodily Injury** or **Damage to Property** arising under

- (a) the Defective Premises Act 1972
- (b) the Defective Premises (Northern Ireland) Order 1975

in connection with any **Premises** which **You** previously owned or occupied for the purposes of the **Business**. **We** will not compensate **You** in respect of the cost of rectifying any defect or alleged defect in such **Premises**.

13. Food Safety Act - Legal Defence Costs

We will compensate **You** for all **Costs and Expenses** in respect of the defence of a prosecution or in connection with an appeal against criminal prosecution and conviction in respect of a breach of Part II of the Food Safety Act 1990 that has occurred during the **Period of Insurance** in connection with the **Business**.

Provided that **We** will not be liable for:

- (a) the payment of fines or penalties
- (b) a breach that was as a result of an intentional or deliberate act
- (c) liability arising outside the United Kingdom, the Isle of Man or the Channel Islands.

14. Health and Safety Legislation - Legal Defence Costs

We will compensate **You** and, at **Your** request any of **Your** directors, partners or **Employees** in respect of:

- (a) legal fees and expenses in defending proceedings, including appeals
- (b) prosecution costs awarded against **You** or any director, partner or **Employee**

arising from any health and safety inquiry or criminal proceedings in respect of any health and safety legislation of the United Kingdom, the Isle of Man or the Channel Islands.

We will not compensate **You**:

- (i) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** and in the course of the **Business** within the United Kingdom, the Isle of Man or the Channel Islands.
- (ii) in respect of:
 - a. fines or penalties of any kind
 - b. proceedings resulting from any deliberate act or omission of any party claiming to be indemnified
 - c. proceedings relating to the health, safety or welfare of any **Employee**.
- (iii) where indemnity is provided by another insurance policy.

15. Hired, Leased or Rented Premises

We will compensate **You** in respect of **Your** legal liability as a result of accidental **Damage** to **Premises** (including fixtures and fittings) within the United Kingdom, the Isle of Man and the Channel Islands, not owned by **You** but which **You** hire, rent or occupy in connection with the **Business**.

We will not compensate **You** in respect of

- (a) liability imposed on **You** solely by reason of the terms of the hiring or renting agreement.
- (b) legal liability as a result of **Damage** against which the hiring or renting agreement specifies that insurance is taken out by **You** or on **Your** behalf.

16. Indemnity to Other Persons

We will compensate:

- (a) **Your** personal representatives in respect of legal liability **You** incur
- (b) at **Your** request:
 - (i) any director, partner or **Employee** of **Yours**
 - (ii) the officers, committee and members of **Your**
 - a. catering social, sports, educational, medical, dental and welfare organisations
 - b. fire, security, first aid and ambulance services
 - (iii) any Principal for whom **You** are carrying out a contract but only to the extent required by the contract conditions
 - (iv) those who hire plant to the extent required by the hiring conditions or the personal representatives of these persons against legal liability in respect of which **You** would have been entitled to indemnity if the claim had been made against **You**.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

17. Motor Contingent Liability

We will compensate **You or any member** in respect of **Your** legal liability as a result of accidental:

- (a) **Bodily Injury**
- (b) **Damage to Property**

arising out of the use:

- (a) in the United Kingdom, the Isle of Man and the Channel Islands and
- (b) in connection with the **Business**

of any motor vehicle or trailer attached thereto not belonging, loaned, leased, hired or rented to or provided by **You**.

We will not compensate **You**

- (a) in respect of **Damage** to the vehicle or trailer or goods carried in or on the vehicle or trailer
- (b) while the vehicle is being driven by:
 - (i) **You**
 - (ii) a person who to **Your** knowledge or that of **Your** representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (c) if indemnity is provided by another insurance policy.

18. Overseas Personal Liability

We will compensate:

- (a) **You**
- (b) And at **Your** request any director, partner or **Employee**

while temporarily outside the United Kingdom, the Isle of Man and the Channel Islands in connection with the **Business** in respect of legal liability as a result of accidental:

- (i) **Bodily Injury**

(ii) **Damage to Property**
incurred in a personal capacity.

We will also compensate any accompanying spouse or children.

Where the **Policyholder** is an individual the indemnity will also apply within the United Kingdom, the Isle of Man and the Channel Islands whilst away from **Your Business Premises** in connection with the **Business**.

We will not provide indemnity:

- (a) where liability arises from
 - (i) any agreement unless liability would have existed otherwise
 - (ii) ownership or occupation of land or **Buildings**
 - (iii) the carrying on of any trade or profession
 - (iv) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
- (b) where indemnity is provided by another insurance policy.

19. Personal Liability

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

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

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

- (a) accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- (b) has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;

gives us the information and co-operation we reasonably require for dealing with the claim; is not entitled to indemnity by any other insurance.

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

20. Terrorism

For claims arising from **terrorism**, the most **we** will pay is £2,000,000 for the total of all claims and their **defence costs**. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.

What is not covered: War and nuclear.

Section F – Professional Indemnity

Special Definitions for This Section

Business activity

The activities shown in the **Schedule**, which **You** perform in the course of **Your** business.

Defence costs

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

You / Your

Also includes any person who was, is or during the period of insurance becomes **Your** partner or director or senior manager in actual control of **Your** operations.

THE UNDERWRITERS HEREBY AGREE TO INDEMNIFY THE ASSURED if during the Period of insurance, and as a result of **Your** business activity within the geographical limits for clients, any party brings a claim against **You** for:

- i. Negligence or breach of a duty of care
- ii. Negligent misstatement or negligent misrepresentation
- iii. Breach of the APA Agreement for the Production of Commercials
- iv. Infringement of intellectual property rights including copyright, patent, trademark, music rights, performance rights, broadcasting rights or moral rights or any act of passing-off,
- v. Breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use
- vi. Defamation
- vii. Product disparagement or breach of any comparative advertising regulations
- viii. Infringement of any right to privacy
- ix. Dishonesty of **Your** employees or self- employed freelancers directly contracted to **You** and under **Your** supervision.

We will indemnify **You** against the sums **You** have to pay as compensation.

We will also indemnify **You** against the sums **You** have to pay as compensation if any party brings a claim against **You** during the period of insurance for infringement of intellectual property rights or defamation which is not a result of **Your** business activity for clients but arises from the advertising or marketing of **Your** own business.

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

Avoiding a potential claim against You

If **Your** client has reasonable grounds for being dissatisfied with the work **You** have done, refuses to pay for any or all of it, including amounts **You** legally owe to subcontractors at the date of the refusal, and threatens to bring a claim against **You** for more than the amount owed, it may be possible to settle the dispute with the client by **Your** agreeing not to press for the disputed amount. If so, we will pay **You** the amount owed to **You** at that time if we believe that this will avoid a legitimate claim for a greater amount, and we have given our prior written approval to settling in this way and for this amount.

Alternatively, if it is not possible to reach agreement with the client on this basis but we still believe that by not pressing for the disputed amount **You** will avoid a legitimate claim or counterclaim for a greater amount, we will pay the amount owed to **You** at that time. If a claim is still brought, we will deal with it but our total payment, including what we have already paid **You** or on **Your** behalf, will not exceed the applicable limit of indemnity shown in the schedule. **You** must return the amount we have paid if **You** eventually recover the debt less **Your** reasonable expenses.

Once we agree to make this payment **You** will assign to us such rights as **You** have in relation to the amounts owed to **You**.

We will not make any payment for any part of a claim not covered by this section.

Your own losses Potential claims capable of rectification

If while performing **Your** business activity **You**, but not **Your** client, become aware of anything covered by (a) to (h) above which is capable of being successfully rectified without leading to a claim against **You** by that client, we will pay the additional expenses directly incurred with our prior written consent in rectifying the problem. We will only do this if we agree that these expenses are less than the amount of a potential claim covered by this insurance which would have arisen if the problem was not rectified.

However, in practice we accept that **You** are sometimes unable to obtain our approval due to time constraints or because the problem occurs out of office hours or we cannot give our consent due to lack of sufficiently detailed information. Therefore, if **You** satisfy us that **Your** client has received the same level and quality of service or deliverables that they were originally entitled to, **You** have spent the minimum necessary to achieve this and these expenses were less than the amount of a potential claim covered by this insurance, we will pay these reasonable expenses provided that **You** have informed us of the problem within three working days of the problem occurring and subsequently give us the information and documentation we require to support the expenses incurred and actions taken.

Exclusions

We will not make any payment for any claim or loss directly or indirectly due to: Matters specific to **Your** business.

1. Any investment of, or direct advice on the investment of, client funds.
2. The outcome or operation of any game promotion, contest or lottery
3. Anything shown or described in any advertising, educational or promotional material which results in any adverse change in a claimant's health, lifestyle or relationship with others
4. The mimicking in any way by anyone of anything shown in or described in any advertising, educational or promotional material
5. Any stunt or other activity during the making or production of any advertising, educational or promotional material
6. Any statement, representation or information concerning **You** or **Your** business contained in **Your** accounts, reports or financial statements
7. Any obscenity, blasphemy or pornographic material
8. Any product, including alcohol, tobacco, nicotine or any pharmaceutical product, which is, or becomes, defective, dangerous or hazardous to health in any way
9. Any failure to obtain the correct permissions or licences or visas for locations or shoots
10. Any failure to have or maintain adequate production and other related insurances for any shoot or production
11. Any use of incorrect raw film stock or video tape
12. The under-budgeting of any work for a client
13. **Your** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or your breach of any legislation or regulation relating to these activities
14. **Your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation
15. Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves
16. Transmission of a computer virus
17. **Your** liability under any contract which is greater than the liability **you** would have at law without the contract.

Construction and erection work

18. Any construction or erection work unless:
 - a. **You** sub-contracted the work to a specialist sub-contractor.
 - b. **You** have taken reasonable steps to ensure that the sub-contractor has and maintains adequate and appropriate insurance with a reputable insurer.
 - c. There is a written sub-contract between you and the sub-contractor which is subject to English law, includes an arbitration clause and provides that the sub-contractor will indemnify you against any liabilities you incur as a result of the sub-contractor's performance of the sub-contract Matters insurable elsewhere
19. The death or any bodily or mental injury or disease suffered by anyone
20. Anyone's employment with or work for you, or any breach of an obligation owed by you as an employer or any kind of discrimination, harassment or unfair treatment
21. The ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle
22. The loss, damage or destruction of any tangible property
23. The loss, damage or destruction of exposed or unexposed film, negative, prints or sound tapes or video tapes or visual images or sound held in any media or any library stock
24. The loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper
25. Any personal liability incurred by a director or officer of yours when acting in that capacity or managing your business, or your

breach of any fiduciary duty, other than when performing a business activity for a client

26. Your supply, manufacture, sale, installation or maintenance of any product.

Deliberate, reckless or dishonest acts

27. Any statement or advertising **You** knew, or ought reasonably to have known, was defamatory, false, misleading or deceptive

28. Any act, breach, omission or infringement **You** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim or **Your** own loss under the dishonesty cover, but we will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.

Pre-existing problems

29. Any shortcoming in **Your** work or **Your** own loss which **You** knew about, or ought reasonably to have known about, before we agreed to insure **You**.

Date recognition

30. Date recognition

War, terrorism and nuclear

31. War, terrorism or nuclear risks

Asbestos

32. Asbestos risks

We will not make any payment for:

Claims brought by a related party

1. Any claim brought by an insured within the definition of **You** or any party with a financial, executive or managerial interest in **You**, including any parent company or any party in which **You** have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to

- a. An independent third party directly arising out of the performance of **Your** business activity.
- b. Restricted recovery rights

2. That part of any claim where **Your** right of recovery is restricted by any contract. Consequential loss

3. **Your** lost profit, mark up or liability for VAT or its equivalent

4. Trading loss, trading liability, management time, lost time, lost business or commissions from any other client, potential client or account.

Non-compensatory payments

5. Fines, contractual penalties and additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section

6. Aggravated, punitive or exemplary damages.

Claims outside the applicable courts

7. Any claim, including arbitration, brought outside the countries set out in the schedule under Applicable Courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How Much We Will Pay

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

When we settle **Your** own losses from dishonesty, we will deduct any sums **You** owe or the value of any property **You** hold belonging to the perpetrator.

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

Special limit

For claims and **Your** own losses arising from dishonesty, the most we will pay is a single limit of indemnity for the total of all such claims, their defence costs and **Your** own losses. **You** must pay the relevant excess shown in the schedule.

Paying out the limit of indemnity

At any stage of a claim, 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 that claim or its defence costs.

Your Obligations

If a problem arises

We will not make any payment under this section:

1. Unless **You** notify us promptly of the following within the period of insurance or at the latest within 14 days after it expires for any problem **You** first become aware of in the seven days before expiry:
 - a. **Your** first awareness of a shortcoming in **Your** work for a client which is likely to lead to a claim against **You**. This includes any criticism of **Your** work even though regarded by **You** as unjustifiable.
 - b. If we accept **Your** notification, we will regard any subsequent claim as notified to this insurance.
 - c. Any claim or threatened claim against **You**
 - i. **Your** discovery, or the existence of reasonable grounds for **Your** suspicion, that any partner, director, employee or self-employed freelancer has acted dishonestly.
2. If, when dealing with **Your** client or a third party, **You** admit that **You** are liable for what has happened, make any offer, deal or payment, unless **You** have our prior written agreement. **You** must also not reveal the amount of cover available under this insurance unless **You** had to give these details in negotiating a contract with **Your** client or have our prior written agreement.

Control of Defence

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

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