

### **CA Cosmetic and Aesthetics**

Policy number: 14962017

**Insurer: Hiscox** 

Your documents include:

Policy schedule and statement of fact Summary of cover Policy wording





### **Policy Schedule**

This document confirms what insurance you have with us. Please read it carefully and check its details with your policy wording and statement of fact documents.

Schedule effective date: 16/06/2023

### **Insurance details**

Policy number: 14962017

**Period of insurance:** From 16/06/2023 to 15/06/2024 both days inclusive.

Anniversary date: 16 June

**Insured:** CA Cosmetic and Aesthetics

Address: 15 Victoria Road, Milton Keynes, MK22NG

Additional insureds: Claire Walsh Trading As CA Cosmetics and Aesthetics

Flat 4 Freon House 28 Ada Walk, Oakgrove, Milton Keynes, MK109SF

Additional insureds are covered on the same basis as the Insured

**Business:** Aesthetics

### **Premium details**

Your Reference: 14962017

Annual premium: £98.00 Insurance Premium Tax (IPT): £11.76 Annual total: £109.76

Please note that there will be no refund or additional premium for any transaction which is less than £20 (excluding IPT).

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### **Summary**

General information		
Underwritten by:	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy.	
General terms and conditions wording:	15661 WD-PIP-UK-GTCA(3) The general terms and conditions apply to the whole of this policy. Any other conditions are shown in the section to which they apply.	
Property definitions wording:	16090 WD-PROF-UK-PD(3) Property definitions apply to the property sections of this policy.	

### **Claims information**

If you need to make a claim, you should contact us immediately. If, for some reason you can't get hold of us, try Hiscox's claims team directly on 01206 773 899 (select option one or two as appropriate), 8:30am to 5:30pm Monday to Friday. You will need to provide your full name and contact details, the name of your business or organisation, your address and postcode, the policy reference and circumstances of the claim.

Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to Hiscox's 24-hour emergency assistance team using the telephone number above. Your policy schedule will state if property cover is included in your policy.

Hiscox's out-of-hours emergency assistance team operate on a pay-and-claim basis and you will need to have credit card details available as appropriate. Their team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of substantial damage.

The **Important information and contact details** section below contains additional information specific to the covers applicable to your policy.

If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is important that you read the policy for details of its terms in full.

### Your covers

Your Reference: 14962017

This is a summary of each section of your policy. See each section for cover details.

Cover	Limit	Excess	Annual premium (inc IPT)
Property - contents	£20,000	£250	£58.80
Property - equipment breakdown	£10,000	£250	£50.96

The figures above are in summary only and are not in addition to the amount insured specified against each cover section below.



### Your cover

### **Section: Property - contents**

Cover start date	16/06/2023	
Insurer	Hiscox Insurance Company Limited	
Wording	16104-WD-RET-UK-PYC(4)	
Amount insured	£20,000 each and every incident of loss	
Excess	£250 each and every incident of loss	

Insured premises	15 Victoria Road, Milton Keynes, MK22NG
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Additional cover (in addition to the overall limit insured above)		
Glass	£10,000 each and every incident of loss	
Costs following glass breakage: in total across all property sections	£10,000 in the aggregate	
Additions to contents	£25,000 each and every incident	
Identity fraud: in total across all property sections	£5,000 in the aggregate	
Personal effects	£5,000 each and every incident of loss	
Employees cycles	£10,000 each and every incident of loss	
Reconstitution of electronic data: in total across all property sections	£5,000 in the aggregate	
Reconstitution of documents: in total across all property sections	£5,000 in the aggregate	
Lock replacement	£10,000 each and every incident of loss	
Building damage by theft	£10,000 each and every incident of loss	
Metered water and fuel: in total across all property sections	£5,000 in the aggregate	
Unauthorised use of utilities: in total across all property sections	£10,000 in the aggregate	
Accidental discharge of gas system	£10,000 each and every incident of loss	
Extinguisher and alarm resetting expenses	£10,000 in the aggregate	
Loss prevention costs	£10,000 each and very incident or loss	
Removal of debris	£25,000 each and every incident of loss	
Defective title - art and collections	£10,000 each and every incident of loss	
Outdoor items	£10,000 each and every incident of loss	



Refridgerated stock	£5,000 each and every incident of loss
Continuing hire charges: in total across all property sections	£10,000 each and every incident of loss
Fraud and dishonesty	£10,000 each and every incident of loss
Contents temporarily elsewhere: in total across all property sections	£25,000 each and every incident of loss
Crime: in total across all property sections	£25,000 in the aggregate
Display stock	£5,000 each and very incident or loss
Stock in your customers' or prospective customers' care	£2,500 each and very incident or loss

Money cover		
Wording	16092-WD-PROF-UK-MON(1)	
Money in any unspecified insured premises while open or in a locked safe	£5,000 total amount insured	
Money in any unspecified insured premises while not open or not in a locked safe	£2,500 total amount	
Money at employees homes	£1,000 total amount insured	
Money in transit	£2,500 total amount insured	
Money at event or exhibition sites	£1,000 total amount insured	
Money at contract sites	£1,000 total amount insured	
Money at all other times	£1,000 total amount insured	
Non-negotiable instruments	£1,000,000 each and every incident of loss	
Geographical limits	United Kingdom, The Isle of Man, and The Channel Islands	

Money cover - additional cover (in addition to the amount insured above)		
Personal assault: disablement which totally prevents the injured person from carrying out all parts of their usual occupation	£100 per week up to a maximum of 104 weeks for each and every incident of loss	
Personal assault: death	£10,000 per person	
Personal assault: total loss, or permanent and total loss of use, of one or more limbs	£10,000 per person for each and every incident of loss	
Personal assault: total and irrecoverable loss of sight in one or both eyes	£10,000 per person for each and every incident of loss	

### Section: Property - equipment breakdown

Cover start date	16/06/2023
Insurer	Hiscox Insurance Company Limited



Wording	16091-WD-PROF-UK-EQB(2)
Amount insured	£10,000 each and every incident of loss
Excess	£250 each and every incident of loss

Additional cover (in addition to the overall limit insured above)		
Hazardous substances	£5,000 each and every incident of loss (total amount combined across all property sections)	
Reconstitution of electronic data	£5,000 each and every incident of loss	
Expediting expenses	£5,000 each and every incident of loss	
Computers	£5,000 each and every incident of loss	
Oil and water storage tanks	£5,000 each and every incident of loss	

### **Endorsements applicable to the whole policy**

### Your broker: PolicyBee

Your Reference: 14962017

Your policy is administered and issued by your broker, PolicyBee. Contact them if you need to change your policy, ask a question, or if you think you have a claim.

You can call: 0345 222 5360, email: <a href="mailto:contactus@policybee.co.uk">contactus@policybee.co.uk</a>, or write to: 14 Brightwell Barns, Waldringfield Road, Brightwell, IP10 0BJ.



### Important information and contact details

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name Hiscox Underwriting Limited

Registered address 22 Bishopsgate, London, EC2N 4BQ, United Kingdom

Company registration Registered in England number 02372789

Status Authorised and regulated by the Financial Conduct Authority

**Insurers** 

These insurers provide cover as specified in each section of the schedule.

Name Hiscox Insurance Company Limited

Registered address 22 Bishopsgate, London, EC2N 4BQ, United Kingdom

Company registration Registered in England number 00070234

Status Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct

Authority and Prudential Regulation Authority

### Commercial assistance and legal advice helpline:

This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.

This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:

Employment Prosecutions Discrimination in the workplace Health & safety European law

Your Reference: 14962017

Helpline number: +44 (0)800 8402269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Limited, as a service for eligible Hiscox policyholders.

PolicyBee 0345 222 5360



### Statement of fact

You must read this Statement of Fact carefully and check that all of the information is true, complete and accurate. Please note that some of the information may have been assumed by us.

If any of the information in the Statement of Fact is not true, complete and accurate, you must let us know before cover starts. You must also let us know if, after cover has started, any of the information is or is likely to become no longer true, accurate and complete. In each case, we will let you know whether it affects the terms of the cover.

You must also let us know if at any point you exceed, or are likely to exceed, any of the maximum allowable amounts shown below.

Provided the information is, and remains, true, complete and accurate, and you do not exceed any of the maximum allowable amounts, we do not require you to provide any additional information and you will have complied with your obligations under General Conditions 1 and 3 in the General terms and conditions.

If any of the information is not, or no longer remains, true, accurate and complete, and you do not tell us, it could affect the validity of the policy or our ability to pay a claim.

### Maximum allowable amounts

Category	Declared amount	Maximum allowable
Turnover	£4,000	£5,000

### Your statements and answers

Your Reference: 14962017

You and your business				
We asked you	You answered			
What is your organisation's business description?	Aesthetics			
<ul> <li>In the past 10 years, been declared bankrupt or insolvent either in a personal capacity or in connection with a business liability</li> <li>Been disqualified from acting as a director of a limited company or member of a limited liability partnership</li> <li>Been convicted of, or charged with, a criminal offence other than a conviction spent under the Rehabilitation of Offenders Act 1974</li> <li>Had an insurance policy cancelled by the insurer</li> <li>Ever suffered any claim or loss that would fall within the scope of this insurance</li> </ul>	No			
Are you aware of any shortcoming, complaint, client withholding payment, or incident that might result in a loss or a claim being made against you?	No			



# Hiscox Business Insurance Cover summaries

### Your Hiscox insurance

These documents summarise the key information about your insurance. Included are details on things like cancelling your insurance and what to do if you have a claim. You won't find the terms and conditions here, though, and these documents aren't part of your insurance contract.

If there's anything here you're not sure about, please email <a href="mailto:contactus@policybee.co.uk">contactus@policybee.co.uk</a> or call us on 0345 222 5360, Monday to Friday, 9-5.

### Your obligations

We've based your insurance and how much it costs on the details you've given us. It's up to you to make sure those details are right. If you're not sure we have the right information about you and your business - either now or in the future - please call

It's important to bear in mind:

- It's your responsibility to make sure we have all relevant material information about your business and what it does. If we don't, claims you make might not be covered or the amount paid might be reduced.
- If you knew, or reasonably ought to have known, about something that was likely to result in a claim and you didn't tell us about it before this insurance started, that claim won't be covered.
- Not telling us about material changes to your business while you have this insurance could mean claims might not be covered or the amount paid might be reduced.

### **Policy length**

Your policy length and type is noted on your schedule. If you see the words 'continuing cover', it means your policy renews automatically every 12 months without you having to do anything (assuming no material changes to your business).

If your schedule doesn't say 'continuing cover', you have an annual policy. This means your cover stops after 12 months and you have to renew it. We'll be in touch before your renewal date to remind you, check your details and – if you're happy to renew – take payment.

### The insurer

Your policy is underwritten by Hiscox Underwriting Limited on behalf of Hiscox Insurance Company Limited.

### **Retroactive dates**

Work started or completed before your policy's start date isn't covered unless you've given us a retroactive date. Effectively, this backdates your cover to a time before your insurance starts.

Note that you're only ever covered up to that point. Claims arising from work you did before your retroactive date aren't covered.

### Claims made cover

Applies to all insurance except: public liability insurance, employers' liability insurance.

With this type of policy, cover must be in place when a claim is notified. You cannot make a claim if the policy has lapsed or been cancelled - even if the incident that gives rise to the claim occurred whilst the policy was in force.

### Claims occurring cover

Applies to: public liability insurance, employers' liability insurance.

This policy will only respond to claims arising from incidents and accidents that occur within the policy period.

### **Cancellations**

If you change your mind about having this insurance, cancel within 14 days of buying it and you'll get a full refund.

If you don't cancel within 14 days, we ask for 30 days' notice instead. You'll get a pro rata refund.

If we or the insurer cancels your policy, you'll get the same 30 days' notice and any surplus premium refunded. However, 30 days' notice doesn't apply if the policy's cancelled due to a non-paid Direct Debit – in those cases the policy's cancellation date will be the last payment date.

### Dealing with claims - your part

When it comes to claims, speed is everything. You should get in touch as soon as you're aware of any incident or event that

Your Reference: 14962017 PolicyBee 0345 222 5360 Cover summaries Page 1 of 6



# **Hiscox Business Insurance Cover summaries**

could lead to a claim. This includes a mistake or shortcoming in your work, a client criticising your work (even if you don't agree), or a client withholding payment because they're not happy with your work.

It pays to get us and your insurer involved as quickly as possible. Not just because we and your insurer know what to do, but also because it's a condition of your cover. 'Late notification' is a common reason for insurers not paying claims.

In any circumstances, without your insurer's prior written agreement, you mustn't:

- Admit liability
- Offer a settlement or course of action to resolve the situation
- Enter negotiations with the aggrieved party
- Appoint a solicitor or other specialist

Failure to comply with these conditions means your insurer can and probably will refuse to pay all or part of your claim.

### Dealing with claims - our part

You buy insurance so you have financial, legal and moral support if something goes wrong. For those reasons, we've made dealing with claims our priority.

In order that you get the cover you've paid for, we have various processes, measurements and safeguards in place to make sure your claim is top of the to-do list. We commit to keeping you informed every step of the way, and to fight your corner if needs be. We always act for you, not the insurer.

### **Complaints**

We'll do our best to resolve your complaint as quickly as possible. In some cases we may need to involve your insurer and we'll let you know if that happens.

If you don't agree with our decision, we'll put you in touch with the Financial Ombudsman Service (FOS). The FOS is an independent organisation that settles disputes between consumers and financial services companies.

Your Reference: 14962017 PolicyBee 0345 222 5360 Cover summaries Page 2 of 6



# **Hiscox Business Insurance Cover summaries**

### Property - contents insurance (specialist retail)

Your policy wording: 16104-WD-RET-UK-PYC(4)

### What are you covered for?

This cover protects you when the property of your insured premises are lost, damaged or stolen. It includes cover for your general contents, computers and ancillary equipment, stock, samples and goods held in trust, fixtures and fittings, documents, tools, rent payable, art and collections, wines and spirits, staging and costumes, production, sound and lighting equipment.

Your policy will pay to repair or replace items following loss or damage:

- Caused by accidental damage, fire, storm, flood or escape of water.
- Caused by theft, even where there is no evidence of forced or violent entry to the premises.
- To fixed glass in windows, doors, shelves and mirrors, including the costs of temporary boarding-up.
- To the personal effects of your employees or visitors to your premises, including theft of employees' cycles.
- To outdoor furniture, heaters, ornaments and other similar items that are normally left outdoors.
- To stock in your customers' care, provided you inspect the customer or prospective customer's proof of identity and retain their credit or debit card or obtain an electronic swipe of such debit card or debit card.
- · To stock on display outside the premises while it is open, provided that it is securely attached to a fixed object.

Your policy will also:

• Automatically increase the amount insured for stock by 30% during your peak trading period.

### What's not covered?

Your policy will not pay for losses caused by:

- Wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause.
- Electrical or mechanical breakdown.
- Fraud or dishonesty of any person who is not under a contract of service with you, other than theft of property.
- Losses from terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease.
- Any cyber attack or hacking, except for the covered physical damage to your property which arises as a result of such an incident.

Your policy will not pay for loss of or damage to any:

- Building, marine rig or platform, watercraft, hovercraft, aircraft, drone or other aerial device.
- Vehicle, plant or equipment for which insurance or security is required under the provisions of any road traffic legislation.
- Cash, bank or currency notes.
- Phones, laptops, tablets, PDAs or wearable technology while away from the premises (can be covered separately).

You must ensure that your fire alarms, security systems and physical protections are in full operation whenever the premises is left unattended.

You must tell us immediately if the premises will be left unoccupied or will not be used for more than 30 consecutive days. If you do not, your insurer will not make any payment for damage occurring while the premises is unoccupied.

Please read the policy for details of its terms in full.

### How much are you covered for?

The policy will pay for the cost of repair or replacement, up to the amount of cover you have selected.

### How much excess do you have to pay?

You will pay the first £250 of all claims.

### Geographical cover and jurisdiction

Cover applies to your property:

- At your business location, or at the home of any partner, director, or employee of yours.
  - Temporarily away from your business location or home.
- In transit, as long as they are under the personal supervision of a partner, director, or employee.

Your Reference: 14962017 PolicyBee 0345 222 5360 Cover summaries Page 3 of 6



# Hiscox Business Insurance Cover summaries

16104-WD-RET-UK-PYC(4)

Your Reference: 14962017 PolicyBee 0345 222 5360 Cover summaries Page 4 of 6



# **Hiscox Business Insurance Cover summaries**

### **Property - money insurance**

Your policy wording: 16092-WD-PROF-UK-MON(1)

### What are you covered for?

Money insurance protects you when your money is accidentally lost or stolen.

You're covered for any loss of money:

- At the home of your partners, directors, trustees, employees or volunteers.
- In transit by road, rail, waterway or in person.
- At any location where you are attending a promotional event or exhibition.
- At any location where you have a contract to carry out your activities.
- Any other location within the United Kingdom.

### What's not covered?

Your policy will not pay for losses caused by:

- Theft from any unattended vehicle unless the money is completely hidden within the storage compartment or boot of a locked vehicle or locked trailer.
- Fraud or dishonesty or losses arising from any electronic funds or account balances.

If the amount insured for money in transit exceeds £2,000, then you must ensure that you comply with the following conditions:

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

If you do not, your policy will not make any payment unless you can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

Please read the policy for details of its terms in full.

### How much are you covered for?

The policy will pay for the loss of money, up to the amounts as noted on your policy schedule.

### How much excess do you have to pay?

You'll pay nothing towards any claims.

### Geographical cover and jurisdiction

You're covered for any loss of money within the United Kingdom.

16092-WD-PROF-UK-MON(1)

Your Reference: 14962017 PolicyBee 0345 222 5360 Cover summaries Page 5 of 6



# **Hiscox Business Insurance Cover summaries**

### Property - equipment breakdown insurance

Your policy wording: 16091-WD-PROF-UK-EQB(2)

### What are you covered for?

Equipment breakdown insurance protects you when your business equipment at the insured premises suffers electrical or mechanical breakdown.

Your policy will pay for:

- The electrical or mechanical breakdown of your equipment, including computers, at your premises.
- The electrical or mechanical breakdown of your computers anywhere in the UK.
- Recovering your electronic records and data following electrical or mechanical breakdown, providing a back-up is made at least once a week.
- · Cleaning up and repairing or replacing damaged contents if an oil or water tank fails at your premises.

Note: you must take reasonable steps to comply with relevant legislation and manufacturers' instructions for all your equipment, computers, oil tanks and water tanks.

### What's not covered?

Your policy will not pay for:

- Repairs or replacement to any vehicle, other than aircraft, floating vessels or fork-lift trucks.
- Breakdown of equipment manufactured by you for sale.
- · Loss or damage recoverable under any maintenance agreement, warranty or guarantee.
- Loss or damage arising from any cyber attack, hacker, social engineering communication or failure of electronic
  equipment to recognise, process or store any date.
- · Losses from terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease.

Please read the policy for details of its terms in full.

### How much are you covered for?

Your policy will pay for the cost of repair, up to the amount of cover you have selected.

### How much excess do you have to pay?

You will pay the first £250 of all claims.

### Geographical cover and jurisdiction

Cover applies to equipment breakdown at your business location.

16091-WD-PROF-UK-EQB(2)

Your Reference: 14962017 PolicyBee 0345 222 5360 Cover summaries Page 6 of 6



# Hiscox Business Insurance Cover included summary

Below is a list of the full range of Hiscox business insurance that we can offer you, those covers you already have are highlighted. If you're interested in any of the covers you don't currently have, please call us on 0345 222 5360 for a quote.

### Professional indemnity insurance - not included in your policy

Professional indemnity insurance protects you against claims made by dissatisfied clients. It covers both the legal costs involved in defending you and any compensation or awards you're liable to pay.

#### Cyber liability insurance - not included in your policy

Cyber liability insurance covers your own losses arising from cyber or data incidents as well as claims made against you arising from your cyber or data liability.

### Management liability insurance - not included in your policy

Management liability insurance protects the owners, directors and managers of your business against the risks associated with the decisions and actions they take while running it.

### Public and products liability insurance - not included in your policy

Public and products liability insurance protects you against claims made by third parties for injuries or property damage.

#### Employers' liability insurance - not included in your policy

Employers' liability insurance protects you against claims made by your employees for illnesses and injuries they suffer at work. It's a legal requirement for any UK company with employees.

### **Property - contents insurance** - included in your policy

Contents insurance protects you when the business equipment at your insured premises are lost, damaged or stolen.

### Property - portable equipment insurance - not included in your policy

Portable equipment insurance protects you when your business equipment is accidentally lost, damaged or stolen while away from your insured premises.

### Property - equipment breakdown insurance - included in your policy

Equipment breakdown insurance protects you when the business equipment at your insured premises suffers a breakdown.

### Property - buildings insurance - not included in your policy

Buildings insurance covers the cost of rebuilding or repairing your office if it's damaged.

### Property - business interruption insurance - not included in your policy

Business interruption insurance protects you when you are unable to carry out some or all of your activities due to an unforeseen interruption, which results in a financial loss to you.

### Legal protection insurance - not included in your policy

Legal protection insurance covers the cost of defending your company's legal rights in cases of commercial complaints and disputes. Areas covered include tax, property and employment issues.

### Personal accident insurance - not included in your policy

Personal accident insurance provides a lump sum to help keep your business going if you or an employee are physically injured and can no longer work. It covers the costs of drafting in extra pairs of hands, as well as the costs of retraining people.

### HR Solutions - not included in your policy

HR Solutions is a service offering employment-related advice and support, as well as useful templates and guides.

Your Reference: 14962017 PolicyBee 0345 222 5360 Cover included summary Page 1 of 1



### Professional insurance portfolio

Policy wording

### A seamless integrated insurance solution for professionals.

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

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

### Our promise to you

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

**Ben Horton** 

CUO, Hiscox Underwriting Ltd

# Complaints procedure

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

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

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

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

### General terms and conditions

### General definitions

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

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

### Asbestos risks

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

### **Business**

Your business or profession as shown in the schedule.

### Confiscation

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



**Date recognition** 

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

**Endorsement** 

A change to the terms of the policy.

**Excess** 

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

**Geographical limits** 

The geographical area shown in the schedule.

**Nuclear risks** 

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

Period of insurance

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

**Policy** 

This insurance document and the schedule, including any endorsements.

Program(s)

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

**Terrorism** 

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

- a. is committed for political, religious, ideological or similar purposes; and
- is intended to influence any government or to put the public, or any section of the public, in fear; and
- c. i. involves violence against one or more persons; or
  - ii. involves damage to property; or
  - iii. endangers life other than that of the person committing the action; or
  - iv. creates a risk to health or safety of the public or a section of the public; or
  - v. is designed to interfere with or to disrupt an electronic system.

Virus

**Programmes** that are secretly introduced without **your** permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.

War

War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

We/us/our

The insurers named in the schedule.

You/your

The insured named in the schedule.

### **General conditions**

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

Presentation of the risk

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

If you fail to make a fair presentation

a. If we establish that you deliberately or recklessly failed to present the risk to
us fairly, we may treat this policy as if it never existed and refuse to make any
payment under it. You must reimburse all payments already made by us and
we will be entitled to retain all premiums paid.



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

Change of circumstances

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

If you fail to notify us of a change of circumstances

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

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

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

Reasonable precautions

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

Premium payment

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

Cancellation

7. **You** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under £20.

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



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

Multiple insureds

8. The most **we** will pay is the relevant amount shown in the schedule.

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

**You** agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

Aggregate limit

 Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance.

Rights of third parties

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

Other insurance

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

Cover under multiple sections

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

Governing law

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

Arbitration

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

# General claims conditions

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

Your obligations

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

### 2. You must:

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

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

Fraud

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



the date of any fraudulent act or claim or the provision of such false information;

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

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

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

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### **Property definitions**

# Special definitions for all property sections

**Activities** 

**Your** activities declared to **us** and accepted by **us**, or the business activities stated on the schedule.

**Amount insured** 

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

Breakdown

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

**Buildings** 

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

- 1. outbuildings and annexes;
- 2. fixtures and fittings, fixed fuel tanks;
- 3. walls, gates, fences, car parks, yards, private roads, pavements and paths at the premises;
- 4. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.

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

Communicable disease

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

Computers

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

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology.

Cyber attack

Any digital attack or interference, whether by a hacker or otherwise, designed to:

- 1. gain access to:
- 2. extract information from;
- 3. disrupt access to or the operation of; or
- 4. cause damage to:

any data or computer or digital technology, including but not limited to any:



- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

### Damage

Accidental physical loss or physical damage.

### **Declared amount**

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

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

### Earth movement

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

### Employee's home

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

### Equipment

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

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

Computers are not included in this definition.

### **Event location**

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

### **Explosion or collapse**

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

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

### **Failure**

### Damage caused by:

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

Fees

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

### First loss limit

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

### Flood

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



**Gross profit** 

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

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- computer or digital technology; or
- 2. data held electronically by you or on your behalf.

Handheld devices

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

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

**Identity fraud** 

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

Income

The total income of your business or your activities.

Insured damage

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

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

Insured failure

**Failure** of **equipment**, **computers**, oil or water storage tanks and other insured items occurring during the **period of insurance** provided that:

- 1. the **failure** is not otherwise excluded by the equipment breakdown section of this **policy**; and
- payment has been made or liability admitted by us under the equipment breakdown section of this policy.

Insured premises

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

Money

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

Production or process equipment

Any **equipment** which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such **equipment** and any other machine or apparatus used exclusively with such **equipment**.

**Property** 

Tangible property.

**Prototype** 

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

Reconstitution of data

Reconstitution of the data **you** need to continue **your activities**, if **your** electronic records and electronic data have been lost or distorted.

Rent

Rent:

- 1. for the **insured premises** that **you** must legally pay while the **insured premises** or any part of it is unusable as a result of **insured damage**, **insured failure** or restriction;
- which you are not legally entitled to recover from your tenants while the buildings or any part are unusable as a result of insured damage, insured failure or restriction.

**Software** 

**Programs** which run **your computers**, including both **your** own operating **programs** and application **programs** used in the course of **your** activities.



Specified insured premises

Any insured premises within the United Kingdom.

Specified or unspecified premises

Any specified insured premises or unspecified insured premises.

Standard construction

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

other non-combustible material.

**Stock** Consumable goods, merchandise goods, samples and goods held in trust, including

customers' goods for which you are legally responsible.

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

**Subsidence** 1. The downward movement of the ground beneath the **insured premises**;

2. landslip, which is the sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time; or

3. heave, which is the upward movement of the ground beneath the **insured premises** as a result of the expansion or swelling of the subsoil.

The following are not included within this definition:

a. settlement or bedding down of new structures; or

b. settlement or movement of made-up ground.

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

Uninsured working expenses

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

the schedule.

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

of Man.

Unspecified insured premises

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

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

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### Property – contents (specialist retail)

Policy wording

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

# Special definitions for this section

Art and collections

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

Contents

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

- 1. computers;
- 2. stock;
- 3. prototypes;
- 4. art and collections:
- fixtures and fittings, tenant's improvements, decorations and general contents including, if attached to the building, external signs, aerials and satellite dishes; and
- pipes, ducting, cables, wires and associated control equipment within the insured premises and extending to the public mains.

The following are not included within this definition:

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

Crime

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

Employees' cycles

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

Peak trading period

The period of 90 consecutive days which historically was the trading period with the highest gross income from the sale, supply or distribution of **your stock** or, if this is **your** first year trading, the period of 90 consecutive days which **you** have estimated will be the trading period with the highest gross income from the sale, supply or distribution of **your stock**.

**Personal effects** 

Articles worn, used or carried about the person which belong to **your** partners, directors, trustees, committee members, employees, volunteers or visitors to the **insured premises** or for which such persons are legally responsible. Jewellery, cash, bank and currency notes are not included within this definition.

Rent payable

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

What is covered

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



	cont	ained in the <b>insured premises</b> and any other items specified in the schedule.	
Additional cover	The following are also provided up to the amount stated in the schedule:		
Glass	1.	<b>damage</b> occurring during the <b>period of insurance</b> to any fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings contained in the <b>insured premises</b> , which belongs to <b>you</b> or for which <b>you</b> are legally responsible.	
Costs following glass breakage	2.	the necessary and reasonable costs <b>you</b> incur following insured breakage or scratching during the <b>period of insurance</b> of glass, which belongs to <b>you</b> or for which <b>you</b> are legally responsible, for:	
		a. temporary boarding-up;	
		<ul> <li>repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;</li> </ul>	
		c. replacement lettering or other ornamental work and alarm foil on glass.	
Additions to contents	3.	damage occurring during the <b>period of insurance</b> to any additional <b>contents</b> , provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.	
		We may then change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements, <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.	
Identity fraud	4.	the following reasonable and necessary expenses <b>you</b> have to pay solely as a direct result of an <b>identity fraud</b> occurring during the <b>period of insurance</b> :	
		<ul> <li>solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness your signature;</li> </ul>	
		<ul> <li>the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;</li> </ul>	
		c. fees charged when <b>you</b> re-apply for a commercial loan that was originally rejected.	
Personal effects	5.	damage occurring within a <b>building</b> at the <b>insured premises</b> during the <b>period of insurance</b> to <b>personal effects</b> provided they are not insured elsewhere.	
Employees' cycles	6.	damage occurring within a building at the insured premises during the period of insurance to employees' cycles provided they are not insured elsewhere.	
Reconstitution of electronic data	7.	the reasonable cost of <b>reconstitution of data</b> as a direct result of <b>damage</b> covered under this section.	
Reconstitution of documents	8.	the reasonable costs of replacing or reconstituting <b>your</b> documents that are not held electronically and which <b>you</b> need to continue <b>your activities</b> , if such documents have been lost or destroyed as a direct result of <b>damage</b> covered under this section.	
Lock replacement	9.	the costs <b>you</b> incur to replace locks and keys necessary to maintain the security of the <b>insured premises</b> or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the <b>period of insurance</b> . However this does not apply to the unauthorised modification of any digital or electronic locks.	
Building damage by theft	10.	the cost of repairing <b>damage</b> occurring during the <b>period of insurance</b> to the buildings at the <b>insured premises</b> caused by theft or attempted theft and for which <b>you</b> are legally liable.	
Metered water and fuel	11.	the cost that <b>you</b> incur for any metered water and fuel used at the <b>insured premises</b> when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of insured <b>damage</b> occurring during the <b>period of insurance</b> to any storage tank, equipment or piping located at the <b>insured premises</b> resulting from a cause not otherwise excluded.	
Unauthorised use of utilities	12.	the cost to <b>you</b> of any metered water, gas or electricity that <b>you</b> did not use, but <b>you</b> are legally responsible for due to a third party using <b>your</b> metered water, gas and electricity without <b>your</b> authorisation provided that <b>you</b> discover the unauthorised or unlawful use during the <b>period of insurance</b> .	



Accidental discharge
of gas system

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

### Extinguisher and alarm re-setting expenses

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

### Display stock

15. **damage** occurring during the **period of insurance** to **stock** on display outside the **insured premises** while it is open provided that the **stock** is securely attached to a fixed object.

### Stock in your customers' or prospective customers' care

- 16. damage occurring during the period of insurance to stock while in the care of a customer or prospective customer within in the United Kingdom provided that you:
  - a. inspect the customer's or prospective customer's proof of identity, this may be either
    a valid passport or a photographic driving licence; and
  - b. retain the customer's or prospective customer's credit or debit card for the duration of the hire or loan or obtain an electronic swipe of such person's credit or debit card.

**We** will not make any payment for **stock** while in the care of a customer or prospective customer once the customer has purchased the item.

### Loss prevention costs

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

### Removal of debris

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

### Defective title – art

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

### Outdoor items

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

### Refrigerated stock

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

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

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

### Continuing hire charges

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

### Crime

- 23. **your** direct financial loss if, during the **period of insurance** and in the performance of **your activities**, **you** discover a loss from **crime**, provided:
  - the crime was committed during the period that your contents have been continuously insured with us; and



b. the **crime** was not committed after any director, partner, trustee, committee member, senior manager or officer of **you** first becomes aware of any **crime** committed by the person under a contract of service with **you**.

### Undamaged fixtures and fittings

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

### Contents temporarily elsewhere

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

### What is not covered

We will not make any payment for:

- damage caused by:
  - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - dryness or humidity, being exposed to light or extreme temperatures, unless this
    is a result of **storm** or fire. This clause does not apply to the cover under **What**is covered, Refrigerated stock;
  - c. coastal or river erosion;
  - d. a rise in the water table; or
  - e. theft from an **unattended vehicle** unless the item is completely hidden within the storage compartment, locked boot or locked trailer of the vehicle and all security measures on the vehicle or trailer are fully operational.
- 2. damage to any item being cleaned, worked on or maintained.
- 3. damage to any item directly resulting from its own failure.
- loss or distortion of information, data or records. This does not apply to cover under What is covered, Additional cover, Reconstitution of electronic data.
- 5. the value to **you** of any lost or distorted information.
- misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- 7. unexplained loss or disappearance or inventory shortage.
- 8. loss due to clerical or accounting errors.
- 9. loss by fraud or dishonesty, other than the direct physical theft of **property**. This does not apply to the cover under **What is covered**, **Additional cover**, Crime.
- consequential, indirect or financial losses of any kind, other than as provided under What is covered, Additional cover.
- 11. a. damage caused by pollution or contamination. This does not apply to damage caused by accidental discharge during the period of insurance of oil or water from any storage tank, appliance or associated pipework located at the insured premises other than where resulting from failure; or
  - b. any clean up or decontamination costs or expenses resulting or arising from pollution or contamination.
- 12. the amount of the excess.
- 13. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:



- a. terrorism;
- b. civil commotion in Northern Ireland;
- c. war;
- d. confiscation:
- e. nuclear risks;
- f. communicable disease:
- g. any fear or threat of 13.a. to 13.f. above; or
- h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 13.a. to 13.g. above.

If there is any dispute between **you** and **us** over the application of 13.a. or 13.b. above, it will be for **you** to show that the exclusion does not apply.

- 14. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
  - a. a cyber attack or fear or threat of a cyber attack;
  - b. a hacker or fear or threat of a hacker; or
  - c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

**We** will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

- 15. **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.
- 16. loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

### Special condition

Change of insured premises

If:

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

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

- a. for a maximum of 30 days from the date cover starts at the new **insured premises**; or
- b. until the keys to the former insured premises are returned by you; or
- c. until we cease to provide any cover for damage to contents at your new insured premises;

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

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

# How much we will pay

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

Repair and replacement

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

- for contents, other than stock, hired-in equipment, prototypes, art and collections, personal effects and employees' cycles, the cost of repair or replacement as new.
- 2. for **stock** other than second-hand merchandise goods, merchandise goods which have been sold but not delivered and goods held in trust, the cost of repair or replacement at



the cost price to you.

- for second-hand merchandise goods, the cost of repair or replacement at the trade market value.
- 4. for merchandise goods which have been sold but not delivered, the agreed contract price.
- 5. for hired-in equipment, the lesser of:
  - the extent of your legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract; and
  - b. the costs of repair of the hired-in equipment; and
  - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
- 6 for goods held in trust, the lesser of:
  - a. your liability in respect of the goods held in trust; and
  - b. the cost of repair or replacement at the trade market value of such goods.
- 7. for **prototypes**, the cost to **you** of the materials necessary to reinstate the **prototype** to the same condition as it was in immediately prior to **damage** occurring.
- 8. for **art and collections**, the agreed value of any lost or damaged item which is individually valued in the schedule or contained in any valuation lodged with **us**. However, if the item is only partly damaged, **we** will decide whether **we** repair, restore, replace or pay the agreed value of the damaged item. If **we** repair or restore a damaged item, **we** will also pay for any loss in value.

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

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

Pairs and sets

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

Other interests

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

Inflationary provision cover

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

Under insurance

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

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

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

We will only apply this calculation if:

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



- a. make a fair presentation of the risk to us before the start of the period of insurance;
- notify us of a change of circumstances in relation to the total value of the contents, which may materially affect the policy; or
- c. make a fair presentation of the risk to us when notifying us of a change of circumstances in relation to the total value of the contents which may materially affect the policy.

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

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

Seasonal increase

The **amount insured** for **stock** will automatically be increased by 30% during **your peak trading period**.

Index linking

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

### Your obligations

If any damage occurs

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

- 1. notify **us** promptly of any **damage** which might be covered;
- 2. notify us promptly of any claim that an item of art and collections is not rightfully yours;
- 3. notify **us** of any loss from **crime** within ten working days of its discovery by **you**;
- report to the police or relevant local authority, as soon as reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
- 5. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Deep fat frying

In respect of any deep fat frying equipment, you must ensure that:

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

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

Backing-up electronic data

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

Hiring in equipment

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

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

**Protections** 

1. **You** must ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the **insured premises** is left unattended, unless **you** have already advised **us** that a system is not working properly.



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

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

Unoccupancy

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

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

**Building works** 

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

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

Unauthorised use of utilities

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

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

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### **Property – money**

Policy wording

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

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

## Special definitions for this section

### **Excluded location**

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

### What is covered

**We** will insure **you**, up to the **amount insured** stated in the schedule for each location listed below, against **damage** occurring during the **period of insurance** to **money**:

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

### **Additional cover**

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

Personal assault following robbery or attempted robbery

Compensation as stated in the schedule if any director, partner, trustee, committee member, employee or volunteer of **yours** is physically injured in the course of **your** activities in a robbery or attempted robbery within the **geographical limits** occurring during the **period of insurance** and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the **period of insurance**.

### What is not covered

We will not make any payment for:

- damage caused by wear and tear, rot, fungus, mould, vermin or infestation, or any gradually operating cause.
- damage caused by theft from any unattended vehicle unless the money is completely hidden within the storage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer are fully operational.
- 3. damage to money at any excluded location.
- 4. unexplained loss or disappearance or inventory shortage.
- 5. loss due to clerical or accounting errors.
- 6. loss by fraud or dishonesty, other than the direct physical theft of **money**.
- 7. loss arising from any electronic funds or account balances.
- 8. consequential or indirect losses of any kind.
- 9. war, confiscation and nuclear risks.



### Property - money

### Policy wording

- a. damage directly or indirectly caused by, resulting from or in connection with terrorism or any action taken to control, prevent or respond to terrorism;
  - b. damage in Northern Ireland directly or indirectly caused by civil commotion.

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

11. the amount of the excess.

# How much we will pay

**We** will pay up to the **amount insured** stated in the schedule unless limited below or in the schedule. Only one **amount insured** shall be payable for each incidence of **damage**.

Personal assault following robbery or attempted robbery

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

### Your obligations

If any damage occurs

**We** will not make any payment under this section unless **you** notify **us** promptly of any **damage** which might be covered. **You** must report to the police or relevant local authority, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.

Money in transit

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

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

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

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



### Property – equipment breakdown

Policy wording

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

# Special definitions for this section

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**.

**Hazardous substance** 

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

### What is covered

Equipment and computers

- 1. We will insure you against failure occurring during the period of insurance to:
  - equipment at the insured premises, provided that such premises is located within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland; and
  - computers at the insured premises, provided that such premises is located within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland; and
  - computers anywhere in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland.

Hazardous substances

 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.

Reconstitution of electronic data

- 3. The reasonable costs for **reconstitution of data** as a direct result of:
  - a. failure covered under this section; or
  - b. derangement occurring during the period of insurance.

Expediting expenses

4. 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.

Building repair and reconstruction requirements

- 5. 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:
  - a. regulates the construction or repair of buildings; or
  - b. establishes land use requirements,

then we will pay for the necessary and reasonable additional costs incurred by you to:

- i. demolish and clear the site of undamaged parts; and
- ii. repair or rebuild the building.

If the building is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by any land use regulation or legal requirement.

Oil and water storage tanks

- 6. **We** will pay for:
  - 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 insured premises; and



- b. the reasonable costs to:
  - i. replace the contents of oil storage tanks at the premises; and
  - ii. 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**.

### What is not covered

We will not make any payment for:

- 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:
  - a. a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
  - an insulation breakdown test of any type of electrical equipment.
- 3. the value to you of any lost or distorted data or information.
- 4. damage to:
  - a. any structure, foundation, masonry, brickwork, cabinet or compartment which supports equipment, computers or oil or water storage tanks;
  - b. any insulating or refractory material;
  - 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;
  - e. sprinkler system tanks;
  - f. vehicles other than fork-lift trucks, aircraft, floating vessels or any equipment mounted on them;
  - g. dragline, excavation or construction equipment;
  - h. equipment manufactured by you for sale;
  - tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal;
  - j. any electronic equipment, other than computers, used for research, diagnostic, treatment, experimental or other medical or scientific purposes;
  - k. production or process equipment;
  - domestic laundry, kitchen, audio visual and home entertainment equipment while 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.
- any damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
  - a. terrorism;
  - b. civil commotion in Northern Ireland.
  - c. war;
  - d. confiscation;
  - e. nuclear risks:



- f. communicable disease; or
- g. any fear or threat of 7.a. to 7.f. above;
- h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 7.a. to 7.g. above.

If there is any dispute between **you** and **us** over the application of clause 7.a. and 7.b, it will be for **you** to show that the exclusion does not apply.

- 8. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
  - a. cyber attack;
  - b. hacker;
  - c. social engineering communication; or
  - d. a failure of electronic equipment to correctly recognise, process or store any date.
- 9. the amount of any excess.

# How much we will pay

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

All losses which arise from the same original cause or event or a single source will be regarded as one incident of loss.

Repair and replacement

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

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

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 insured premises or the area immediately adjacent, following damage insured by this section.

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.

### Your obligations

If any damage occurs

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

- 1. notify **us** promptly of any **failure** which might be covered; and
- 2. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Backing-up electronic data

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

Precautions

You must take reasonable steps to:

- comply with any statute or order applicable to the insured equipment, computers or oil
  or water storage tanks; and
- 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 while you are not in compliance with these conditions, unless you can demonstrate that such



non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

WD-PROF-UK-EQB(2) 16091 01/21

### **Terms of business**

Please read this document carefully as it sets out our terms and contains important regulatory and statutory information.

Definitions - We/us/our means PolicyBee Ltd, 14 Brightwell Barns, Waldringfield Road, Ipswich

Status - PolicyBee Ltd is an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN. Our FCA register number is 945969.

This can be checked by clicking here, <a href="https://www.fca.org.uk/register">https://www.fca.org.uk/register</a> or by contacting the FCA on 0800 111 6768.

#### If you have a complaint

We aim to provide you with a high level of customer service at all times. If you're not satisfied in any way, please contact Kerri-Ann Hockley, Director of Customer Service, on 0345 222 5364 or by emailing her - kerri-ann@policybee.co.uk.

We'll follow our complaint handling procedure, available on request. If you're still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

Further details can be obtained here: <a href="https://www.financial-ombudsman.org.uk/publications/ordering-leaflet/le

#### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business/circumstances of the claim. Further details are available by downloading the <a href="Protecting your Money FSCS Leaflet (pdf">Protecting your Money FSCS Leaflet (pdf)</a>.

#### Our services

These include: assessing your needs and making a personal recommendation about your insurance, arranging your cover and helping you with any policy changes you, we or the insurer make. As part of our service, we'll also help you with any claim.

We conduct a fair and personal analysis of the market to meet your demands and needs. Sometimes, this means we'll only offer products from a single insurer but we'll let you know who this is.

We act as your agent when finding your insurance and putting it in place, and when you make a claim. We act as the insurer's agent when we collect your premium and we'll let you know if there are other situations where we are acting on behalf of the insurer.

### Our remuneration

This is commission, which is a percentage of the premium paid by you; commission may well include a profit share arrangement that your policy may contribute towards. If any fee is due, we'll agree this with you before you purchase the policy.

We are committed to ensuring complete transparency of our remuneration and we will, at your request fully disclose our remuneration.

### Fair presentation of risk

Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk. This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not - should you require additional explanation of what constitutes a material circumstance, please contact us immediately.

You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information.

If you feel you have not been able to do so, please advise us, so we can allow underwriters to make further enquiries if they wish to do so.

You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith.

Any deliberate or reckless misrepresentation may involve part, or your entire claim being declined and in some circumstances; the Insurer may be entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

### Security

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

### GDPR/Data Protection - how we use your data

We treat your personal information as private and confidential, and we're registered with the ICO as a Data Controller. We comply with the General Data Protection Regulation (GDPR) in all our dealings with your personal data. If you'd like specific information on how we use your personal data, and other rights you have under GDPR such as 'Right of Access', please contact us. You can review our privacy notice at: https://www.policybee.co.uk/privacy-notice.

Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of handling a contract of insurance or a claim on your behalf and any related activities, unless we have obtained the necessary consent from you or where we are required to by law or a regulatory body that has authority over us. We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

#### Credit Checks

To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether your applications proceed.

Unless you contact us to confirm you do not want these searches to be carried out we will assume your consent has been given and proceed as above.

#### Claims

You must notify us as soon as possible of a claim and circumstances which may give rise to a claim. In the event of a claim you should contact us and we will promptly advise you and pass all details to your Insurer. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have an agreement from your Insurer. We will remit claims payments to you as soon as possible after they have been received on your behalf. If an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

### Handling your money

Our financial arrangements with most insurance companies are on a 'risk transfer' basis. This means we act as agents of the insurer in collecting premiums and handling refunds. In these circumstances, money is deemed to be held by the insurer(s) arranging your policy. However, if risk transfer does not apply, we'll hold that money in a statutory trust account set up in accordance with the FCA Client Assets Sourcebook (CASS) and with our nominated bank. Holding money in line with CASS ensures your money is protected and used only for the settlement of Insurer accounts. We'll retain interest earned on money in a statutory trust account.

### **Cancellation Clause**

Your insurance may include a cancellation clause. Full cancellation details will be explained to you during the negotiation process. If you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers, giving notice of the cancellation. In the event of cancellation, insurers may return the pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned if the insurance is cancelled after inception, our commission will not usually be returnable.

### Financial Crime

The National Crime Agency (NCA) requires us to report any suspicious transactions to them. In these circumstances, we might ask for evidence of your identity. This could mean we ask to see your passport, a utility bill or a bank statement. For companies, we might want to see your Certificate of Incorporation or we may check the Companies House register.

### **Health & Safety**

We cannot be held responsible for any client who fails to comply with current Health & Safety (or other relevant) legislation.

### Termination

Our services may be terminated without cause or penalty by giving one month's notice in writing. If our services are terminated by you other than at the expiry of the policy, we will be entitled to retain the commission payable. The responsibility for handling claims reported after the date of termination shall, in the absence of an express agreement, be the responsibility of the party taking over the role.

### Refusal of service

We reserve the right to refuse service to any customer at our discretion without the need for justification or explanation.

### Law and Jurisdiction

These terms of business are written according to English law. Any legal action or proceedings arising out of or in connection with these terms of business fall under the jurisdiction of English courts.

### Contact us

Address: PolicyBee Ltd, 14 Brightwell Barns, Waldringfield Road, Ipswich, IP10 0BJ Tel:  $0345\ 222\ 5360$ 

### PolicyBee Ltd's Fair Processing Notice

We collect and process your information to provide insurance policies and to process claims. We also use your information for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from third parties such as insurers, loss adjusters, or our regulators.

If you have questions or concerns about how your information has been used, please call us on 0345 222 5360 or email <a href="mailto:contactus@policybee.co.uk">contactus@policybee.co.uk</a>.

For more information about how we process your information and your rights regarding your personal information please see our full privacy notice at: <a href="https://www.policybee.co.uk/info/privacy-notice.html">www.policybee.co.uk/info/privacy-notice.html</a>.

### **Hiscox's Fair Processing Notice**

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at <a href="mailto:dataprotectionofficer@hiscox.com">dataprotectionofficer@hiscox.com</a>.

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at <a href="https://www.hiscox.co.uk/cookies-privacy">www.hiscox.co.uk/cookies-privacy</a>.

Your invoice from PolicyBee Ltd

Reference no. 14962017

Issued on 19 June 2023

CA Cosmetic and Aesthetics

For your Hiscox Insurance Company business insurance

Effective from 16/06/2023

Premium including IPT @ 12% £109.76

Total £109.76

Policy paid by BACS transfer