



All Med Pro Surgery Plus Policy Endorsement

This document details changes being made by endorsement to the cover provided by the **All Med Pro Surgery Plus** policy. This endorsement forms part of the **schedule** and should be read in conjunction with such **schedule** and:

- the All Med Pro Surgery Plus policy wording (version COM560 Jun 2020)
- the Legal Expenses Policy for Combined Business policy wording (version CLLE0003P-A (05/22) 425710) which replaces the Business Legal Guard policy wording using the page numbers shown.

Page 2 – Contents

Legal Expenses Section

This is replaced by the following:

Commercial Legal Expenses Section

When this section is shown as operative on the **schedule**, please refer to the separate Legal Expenses Policy for Combined Business policy wording for full details of the cover, terms, conditions and exclusions.

Page 5 – How to make a claim

If **you** need to make a legal expenses claim and this section is shown as being operative on the **schedule**, please refer to the separate Legal Expenses Policy for Combined Business policy wording for details.

The contact details of how to claim in **your policy** are amended to:

AXA Insurance UK plc
AXA House
Parklands
Lostock
Bolton
BL6 4SD

Property, Loss of Income, Property in Transit and Personal Accident Sections

Tel: **0370 900 0867** – Option 2 (Commercial Property Claims)

Email: spclaims.ins@axa-insurance.co.uk

Liability Section

Tel: **0345 900 4185** – Option 3

Email: liabilityclaims.INS@axa-insurance.co.uk

Page 6 – Legal and Business Helpline Services

This is replaced by the following:

Glass replacement service* 0300 303 2944

A quick and efficient service available 365 days a year.

Legal and tax advice 0330 024 5346**

Our confidential legal and tax advice line.

Please quote AXA Commercial when **you** call.

Emergency helpline* 0330 024 5346**

Our 24 hour emergency helpline. Please quote AXA Commercial when **you** call. **We** will provide details of reputable contractors who will be able to help.

Calling the helpline does not constitute notification of an insurance claim.

You will have to pay for any call out charges, parts and labour.

If connected to a potential claim please follow the how to claim and claims procedures condition first.

* The Glass replacement service is provided by an AXA approved glazing and locks provider.

** The telephone legal and tax advice is provided on behalf of Arc Legal Assistance Ltd by Irwin Mitchell Solicitors and can advise on general UK law and taxation.

** Tax telephone advice provided by Irwin Mitchell Solicitors may involve the use of external accountants to provide tax telephone advice.

** Arc Legal Assistance Ltd make no additional charge for providing these services.

*** The emergency assistance helpline is provided on behalf of Arc Legal Assistance Ltd by AXA Assistance UK. Arc Legal Assistance Ltd make no additional charge for providing these services. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 305958.

Irwin Mitchell LLP is a limited liability partnership registered in England and Wales, with number OC343987, and is authorised and regulated by the Solicitors Regulation Authority.

Telephone calls may be monitored and recorded.

Page 7 – What to do if you have a complaint

This is replaced by the following:

If **your** complaint is about the way this **policy** was sold to **you**, please contact All Med Pro to report **your** complaint at:

All Medical Professionals Limited, The Barn, Lotmead Business Village, Wanborough,
Swindon, Wiltshire SN4 OUY

Tel: **0203 757 6950**

Email **info@allmed.co.uk**

For all other complaints, please contact AXA. AXA Insurance aims to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right. All complaints **we** receive are taken seriously.

Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with.

If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim. If **your** complaint relates to anything else, please contact the agent from whom this **policy** was purchased.

Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively, **you** can write to **us** at:

AXA complaints

AXA Insurance UK plc
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

All claims complaints

Tel: **01204 815359**

Email: **commercial.complaints@axa-insurance.co.uk**

When **you** make contact, please tell **us** the following information:

- Name, address and postcode, telephone number and e-mail address (if **you** have one)
- **Your** policy and/or claim number, and the type of policy **you** hold
- The name of **your agent**
- The reason for **your** complaint.

Any written correspondence should be headed 'Complaint' and **you** may include copies of supporting material.

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have given **you our** final decision. **You** have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

The Financial Ombudsman Service

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: **0800 023 4567*** or **0300 123 9123****

Fax: **020 7964 1001**

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

Website: www.financial-ombudsman.org.uk

* free for people phoning from a 'fixed line' (for example, a landline at home)

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

Our promise to you

We will

- Acknowledge written complaints promptly
- Investigate **your** complaint quickly and thoroughly
- Keep **you** informed of progress of **your** complaint
- Do everything possible to resolve **your** complaint
- Learn from **our** mistakes
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored and recorded.

Legal expenses services complaints

If **you** have a complaint about the legal expenses services, **you** should contact Arc Legal Assistance Ltd using the contact details below:

Arc Legal Assistance Ltd, The Gatehouse, Lodge Park, Lodge Lane, Colchester, Essex
CO4 5NE

Tel: **01206 615000**

You can also refer to the Financial Ombudsman Service (FOS) if **you** cannot settle **your** complaint with Arc Legal Assistance Ltd or before they have investigated the complaint if both parties agree. Arc Legal Assistance Ltd are also covered by the Financial Services Compensation Scheme (FSCS).

Page 8 – Financial Services Compensation Scheme

This is replaced by the following:

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the **business** and the circumstances of the claim.

Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Page 9 – Data Protection Notice

This is replaced by the following:

Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at www.axa.co.uk/privacy-policy. If **you** do not have access to the internet, please contact **us** and **we** will send **you** a printed copy.

Page 11 – Definitions

Words which appear in bold within this policy will have the meaning defined below. The Commercial Legal Expenses Section has its own set of definitions within the Legal Expenses Policy for Combined Business policy wording.

The definitions below are replaced as follows:

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Defined Peril

- a Fire
- b Lightning
- c Explosion
- d Riot, civil commotion, labour or political disturbances
- e **Damage** by malicious persons
- f Earthquake or subterranean fire
- g Impact by:
 - i aircraft and other flying objects or articles dropped from them
 - ii vehicles, trains or trams
 - iii animals or birds
 - iv falling aerials, masts or satellite dishes
 - v falling trees and branches
- h Storm
- i **Flood**
- j Escape of water from any water, drainage or heating system
- k Escape of oil from any fixed oil fired heating installation.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Europe

England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, Norway, Switzerland and the countries of the European Union.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Policy

This policy is made up of a number of documents. These documents are the:

- a policy wording
- b Legal Expenses Policy for Combined Business policy wording if legal expenses are insured
- c **schedule**
- d endorsements
- e notice to policyholders
- f statement of fact or proposal form.

System is replaced by:

Computer Systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Territorial Limits

The Terrorism Extensions to the Property and Loss of Income Sections is deleted from this definition.

Terrorism

a **Property and Loss of Income Sections In England, Scotland and Wales**

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland

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

In the Channel Islands and the Isle of Man

An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

b **All Other Sections**

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

We, Our, Us

AXA Insurance UK plc.

The following definitions are added:

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Flood

The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off, whether resulting from storm or not.

Time Element Loss

Business interruption, contingent business interruption or any other consequential losses.

Page 17 – General Exclusions

The following exclusion is deleted:

7 Asbestos

The following exclusions are replaced by:

1 Radioactive Contamination

(Not applicable to Sub-Section A – Employers' Liability of the Liability Section)

We will not cover any **damage, injury**, liability or **consequential loss** directly or indirectly caused by or contributed to by or arising from:

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

2 War

(Not applicable to Sub-Section A – Employers' Liability of the Liability Section)

We will not cover any **damage, injury**, liability or **consequential loss** directly or indirectly caused by, contributed to by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, warlike operations, revolution, insurrection, or military or usurped power.

4 Terrorism

This **policy** does not cover any claim directly or indirectly caused by, resulting from or in connection with:

- a **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**

except as provided by:

- i the Liability Section
- ii Extension 15 Terrorism of the Property Section

iii Extension 12 Terrorism of the Loss of Income Section of this **policy**.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings, where **we** allege that by reason of the provisions of this exclusion any claim is not covered by this **policy**, it will be **your** responsibility to prove that it is covered.

5 Electronic Risks

This **policy** does not cover any **damage**, cost or expense directly or indirectly caused by, contributed to by or arising from:

- a **damage** to or the alteration of or reduction in functionality, availability or operation of any **system** whether owned by **you** or not and whether tangible or intangible including any **data** where this is caused by programming or operating error by any person, acts of malicious persons, **virus**, **hacking**, **phishing**, **denial of service attack** or failure of any external network
- b loss, reduction in functionality, alteration, modification, distortion, erasure or corruption of, or unauthorised access to, repair, replacement, restoration or reproduction of, **data** including any amount pertaining to the value of such **data** whether or not caused by hacking
- c any misinterpretation, use or misuse of **data**
- d unauthorised transmission of **data** to any third party or transmission of any **virus**
- e **damage** to any other **property** directly or indirectly caused by, contributed to by or arising from **damage** described in a, b, c or d of this exclusion but this shall not exclude accidental **damage** to insured **property** which results from a cover cause, not otherwise excluded, except for acts of malicious persons which do not involve physical force or violence.

This exclusion does not apply to:

- i machinery and computer equipment breakdown covered under Sub-Section G of the Property Section or Sub-Section B of the Loss of Income Section
- ii the Liability Section.

The following exclusion is added:

8 Communicable Disease

This **policy** does not cover any **damage**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by or resulting from, arising out of or in connection with:

- a a **communicable disease**, or
- b the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not apply to:

- i resultant **damage** to **property** insured under the Property Section directly caused by or arising from any of Cover Causes 1, 2, 4 or 5
- ii resultant **time element loss** under the Loss of Income Section directly caused by or arising from any of Cover Causes 1, 2, 4 or 5
- iii the cover provided under Extension 10 Diseases, Poisoning, Vermin, Defective Drains, Murder or Suicide of Sub-Section A – Income/Costs of the Loss of Income Section in respect of bacterial food poisoning or the specified human infectious or specified human contagious diseases listed under item a of the extension (or the pathogens which cause them) provided that such diseases have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic
- iv Extension 15 Terrorism Extension of the Property Section and Cover 12 Terrorism of the Loss of Income Section
- v the Liability Section
- vi the Personal Accident Section
- vii the Commercial Legal Expenses Section

but only to the extent of cover expressly stated as being provided thereunder and subject to the other terms, conditions and exclusions contained in this **policy**.

Page 18 – General Conditions

General Condition 4 Misrepresentation is replaced as follows:

4 Fair Presentation of Risk

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of this **policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition, then:

- a if the failure to make a fair presentation of the risk is deliberate or reckless, **we** can elect to make this **policy** void and keep the premium. This means treating this **policy** as if it had not existed and that **we** will not return **your** premiums, or
- b if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make this **policy** void and return **your** premium, or
- c if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk, then **we** can:
 - i reduce proportionately any amount paid or payable in respect of a claim under this **policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable, and/or
 - ii treat this **policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.

Where **we** elect to apply one of the above then:

- a if **we** elect to make this **policy** void, this will be from the start of this **policy** or the date of variation or from the date of renewal
- b **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of this **policy** or the date of variation or from the date of renewal
- c **we** will treat this **policy** as having different terms imposed from the start of the **policy** or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

The following conditions are added:

15 Change in Risk

You must tell **us** as soon as possible during the **period of insurance** of any change:

- a to the **business**
- b in the person, firm, company or organisation shown in the **schedule** as the Insured
- c to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of this **policy**.

This **policy** will come to an end from the date of the change unless **we** agree in writing to accept an alteration. **We** do not have to accept any request to vary this **policy**. If **you** wish to make any alteration to this **policy**, **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to this **policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

16 Sanction Limitation

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of this **policy** that **we** will not provide cover, or pay any claim or provide any benefit under this **policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Page 20 – Claims Conditions

Claims Condition 5 Arbitration is replaced by the following:

5 Arbitration

(Not applicable to the Liability Section)

If **we** agree to pay **your** claim, but **you** disagree with the amount to be paid, such difference shall be referred to an arbitrator jointly appointed by **you** and **us** in accordance with arbitration legislation in force within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man at the time of such disagreement. **You** may not take legal action against **us** over this disagreement until the arbitrators have made their decision.

Page 21 – Cover Causes

Cover Cause 2, items f and g are amended as follows:

f Storm but not **damage**:

- i due to changes in the water table level
- ii by frost, subsidence, settlement, ground heave or landslip
- iii to fences, gates and moveable property in the open or open sided buildings or any property therein
- iv caused by **flood**

g **Flood** but not **damage**:

due to changes in the water table level
by frost, subsidence, settlement, ground heave or landslip
to fences, gates and moveable property in the open or open sided buildings or any property therein due to the escape of water from any water, drainage or heating system

Page 23 – Extensions to Sub-Section B – Contents

Extension 12 **Hacking and Viruses** is deleted

Page 25 – Condition Precedent to Liability – Sub-Section B – Contents

This is replaced by the following:

Cellars and Basements Condition

It is a condition precedent to **our** liability to pay for **damage** caused by storm, **flood** or escape of water that all **stock, target stock** or customers' goods contained in any cellar, basement or sub-basement must be kept on racks or shelves at least 30 centimetres above floor level.

Page 28 – Extensions to Sub-Section G – Machinery and Computer Equipment Breakdown

Extension 3 Costs of Reinstating Data is replaced by the following:

3 Costs of Reinstating Data

Unless otherwise excluded, **we** will pay the costs incurred in reinstating onto **media, data** lost or damaged as a result of an **accident** to or **derangement** of **computer equipment**. In addition, **we** will pay costs incurred, with **our** prior consent, in minimising or preventing the resulting interruption of or interference with **your** computer operations. **We** will not pay for **damage** to software.

Our liability under this extension will not exceed £50,000 for any one **accident** or **derangement** of **computer equipment**.

Page 28 – Exclusions to Sub-Section G – Machinery and Computer Equipment Breakdown

Exclusion 2 Damage to Data and Media is replaced by the following:

Exclusion 2 Damage to Data and Media

We will not pay for **damage** to **data** or **media** of any kind caused by:

- a programming error or programming limitation
- b loss of data (other than as specifically provided for under Extension 3 Costs of Reinstating Data)
- c loss of access
- d loss of use
- e loss of functionality

The following exclusions are added:

6 Cyber Event

We will not pay for loss or damage of any kind caused by a hostile, malicious, illegal or transgressive act committed through electronic systems or, including but not limited to:

- a **virus**
- b **hacking**
- c **denial of service attack**

7 Date Recognition is added:

We will not pay for loss or damage of any kind caused by a failure of electronic equipment to correctly recognise, process or store any date.

Page 30 – Extensions to the Property Section

Extension 15 Terrorism is replaced by the following:

15 Terrorism

(This extension is only operative if it is shown as insured on the **schedule**)

For the purposes of this extension only the following definitions apply:

Business Interruption

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of **damage** to property used by **you** at the **premises** for the purpose of the **business**.

Computer Systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Damage

Accidental loss, destruction or damage.

Data

Any data of any sort whatsoever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Hacking

Unauthorised access to any **computer system** whether **your** property or not.

Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

Premises

The premises shown in the **schedule**.

Terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems, data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Terrorism Cover

The cover provided under the Property Section (and the Loss of Income and Goods in Transit Sections subject to the Property Section being operative) is extended to include **damage** to the **property** insured and any other loss or expense resulting or arising from such **damage** including **business interruption** caused by **terrorism** within the **territorial limits** and occurring during the **period of insurance** provided that Terrorism cover is shown on the **schedule** against such sections.

All losses arising within 72 hours caused by **terrorism** during the **period of insurance** will be treated as one loss and **you** can decide when the 72 hour period starts as covered by this extension, provided that all **damage** occurs within the **period of insurance** and that no two periods overlap.

This extension is not subject to any of the exclusions specified in this **policy** other than as specified in the Exclusions Applicable to Extension 15 Terrorism.

Exclusions Applicable to Extension 15 Terrorism

- 1 **We** will not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from:
 - a damage to or the destruction of any **computer systems**
 - b any alteration, modification, distortion, erasure or corruption of **data**in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack** but this exclusion will not apply where the loss:
 - i results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such a vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer systems**, and
 - ii comprises
 - a the cost of reinstatement, replacement or repair in respect of **damage** to or destruction of **property** insured by **you**, and/or
 - b **business interruption** suffered directly by **you** as a direct result of either **damage** or destruction to **property** used by **you** at a location covered by this **policy** or as a direct result of denial, prevention or hindrance of access to a location where **property** used by **you** is covered by this **policy** as a result of **damage** caused by **terrorism** to property which is within one mile of the location.

However, under 1, b I and ii above **we** will not cover **you** for any losses caused by **terrorism** where the organisation involved or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

Subject only to the proviso set out in 1, iii below, the following **property** is specifically excluded from the cover provided under 1, b i and ii above:

- a money, currency, electronic cryptographic or virtual currency, including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any financial instrument of any sort whatsoever, and
 - b **data**
- iii However, in circumstances where loss otherwise falling within this section results indirectly from any alteration, modification, distortion, erasure or corruption of **data** because the occurrence of a peril or perils detailed under 1, b, i above results from any alteration, modification, distortion, erasure or corruption of **data** then notwithstanding b above, such loss shall nonetheless be covered.
- 2 **We** will not cover **you** for any losses directly or indirectly caused by or resulting from loss, destruction or damage to any:
 - a **property** located outside England, Wales and Scotland and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
 - b nuclear installation or nuclear reactor
 - c **property** which is specifically excluded elsewhere in this **policy**
- 3 **We** will not cover **you** for:
 - a any **property** covered by a motor policy other than a motor trade policy
 - b **property** covered under a road risks section of a motor trade policy
- 4 **We** will not cover **you** for any **property** which is insured by or would, but for the existence of this extension, be insured by any form of transit, aviation or marine policy.
- 5 **We** will not cover any claims caused by or happening through riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Conditions Applicable to Extension 15 Terrorism

You must comply with the following conditions to have the full protection of this **policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1 Limitation of Liability

Our liability for all losses from any one event and in total in any one **period of insurance** will not exceed:

- a the total sums insured, or
- b for each item its individual sum insured, or
- c any other limit of liability

whichever is the less as stated within the sections applicable shown in the Terrorism section of **your schedule**.

Our liability under this extension for all losses from any one event and in total in any one **period of insurance** will not exceed:

- i the total sums insured under the Property Section (and/or the Loss of Income and Goods in Transit Sections if operative)
- ii the sum insured for any one item
- iii any specific limit of **our** liability shown in the Property Section (and/or the Loss of Income and Goods in Transit Sections if operative)
- iv the sum insured (or limit remaining) after the deduction for any other **damage** occurring during the same **period of insurance**

whichever is lower as shown in the **schedule** or as otherwise specified in this endorsement or in the policy wording.

2 Proof of Cover

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, costs or expense is not covered by this section it will be **your** responsibility to prove that it is covered.

Page 32 – Exclusions to the Property Section

The following exclusions are added:

10 Date Recognition

We will not cover **you** for **damage** directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process data or to operate properly due to failure to recognise any given date but **we** will cover subsequent **damage** which results from a **defined peril** covered by this section.

Page 36 – Loss of Income Section

Cover 6 to Sub-Section A – Income/Costs is replaced by the following:

6 Cost of Alternative Accommodation

We will cover **you** for the additional cost of comparable alternative residential accommodation for **you, your family** and any direct **employees** or **domestic employees** and any of their families normally resident at the **premises**, if the **premises** are rendered uninhabitable in consequence of accidental **damage** from the cover causes shown against this item on the **schedule** occurring during the **period of insurance**, but only for the period necessary and reasonable for reinstatement of the **premises** but not exceeding a period of 12 weeks from the date of such **damage** and only for amounts in excess of those recoverable under **gross profit** or **gross revenue** or under more specific insurance where it is in force.

We will not cover any incident involving loss of habitation that lasts for less than 24 consecutive hours.

Our liability under this extension will not exceed £25,000 in any one **period of insurance**.

Page 36 – Loss of Income Section – Extensions to Sub-Section A – Income/Costs

Extension 3 Denial of Access is replaced by the following:

3 Denial of Access

We will pay for loss of **gross profit** or **gross revenue** as a direct result of accidental **damage** occurring during the **period of insurance** to **property** within a radius of 1 mile of the **premises** by any of Cover Causes 1, 2 or 4 shown on the **schedule** against **gross profit** or **gross revenue** which prevents or physically hinders the use of or access to the **premises**, whether or not there has been **damage to property** at the **premises**.

For the purposes of this extension, the **indemnity period** means the period during which the results of the **business** are affected in consequence of the prevention or hinderance of use or access to the **premises** and ending not later than three months thereafter.

We will not be liable for:

- a any **damage to property** from which **you** obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services
- b any resultant interruption of or interference with the **business** which lasts less than 12 consecutive hours.

Our liability under this extension for any one loss and in any one **period of insurance**, irrespective of the number of **premises** insured, will not exceed:

- i £1,000,000, or
- ii 25% of the annual **gross profit** or **gross revenue** sum insured whichever is lower and not as otherwise specified in the **schedule**.

The Property Insurance Exclusion to Sub-Section A – Income/Costs does not apply to this extension.

Extension 4 Public Utilities is replaced by the following:

4 Public Utilities

We will pay for loss of **gross profit** or **gross revenue** as a direct result of accidental failure occurring during the **period of insurance** of the public:

- a electricity supply at the terminal ends of **your** supplier's service feeds to the **premises**
- b gas supply at **your** supplier's meters to the **premises**
- c water supply at **your** supplier's main stop cock serving the **premises** (other than by drought)
- d telecommunications services supply (other than satellite services) at the incoming line, terminals or receivers to the **premises**

from which **you** obtain electricity, gas, water or telecommunication services within the **territorial limits** where such accidental failure is as a result of accidental **damage** caused by any of Cover Causes 1, 2, 3 or 4 shown on the **schedule** against **gross profit** or **gross revenue**.

For the purposes of this extension, the **indemnity period** means the period during which the results of the **business** are affected in consequence of the failure of supply or services and ending not later than three months thereafter.

We will not be liable for:

- i any failure due to an excluded cause
- ii any cessation of supply or services which lasts less than 24 consecutive hours.
- iii the deliberate act of any supplier or by them using their power to restrict or withhold the supply or services
- iv solar flare or other atmospheric or weather conditions (other than subsequent accidental **damage** to equipment caused by such conditions)

Our liability under this extension for any one loss and in any one **period of insurance**, irrespective of the number of **premises** or suppliers affected, will not exceed:

- a £50,000, or
- b 25% of the annual **gross profit** or **gross revenue** sum insured whichever is lower and not as otherwise specified in the **schedule**.

Claims Condition 7 Automatic Reinstatement will not apply to this extension.

The Property Insurance Exclusion to Sub-Section A – Income/Costs does not apply to this extension.

Extension 10 Diseases, Poisoning, Vermin, Defective Drains, Murder or Suicide is replaced by the following:

10 Diseases, Poisoning, Vermin, Defective Drains, Murder or Suicide

We will pay for loss of **gross profit** or **gross revenue** resulting from interruption of or interference with the **business** as a direct result of:

- a the occurrence of any of the following specified human infectious or specified human contagious diseases:
Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chicken Pox, Diphtheria, Dysentery caused by Shigella, Legionellosis, Legionnaires' Disease, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Bubonic, Septicemic and Pneumonic Plague, Rabies, Rubella, Tetanus, Tuberculosis, Typhoid Fever, Whooping Cough or Yellow Fever manifested by any person whilst at the **premises** which directly results in the compulsory closing of the whole or part of the **premises** by order of a public authority authorised to prevent or restrict access to the **premises**
- b any occurrence of murder or suicide at the **premises**

- c any occurrence of bodily injury (excluding illness, disease and psychiatric injury) or bacterial food poisoning sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **premises**
- d the discovery of vermin or pests at the **premises** which causes restrictions on the use of the **buildings** at the **premises** on the order or advice of the local authority
- e any accident causing defects in the drains, toilets or sinks at the **premises** which directly results in the compulsory closing of the whole or part of the **premises** by order of a public authority authorised to prevent or restrict access to the **premises** during the **period of insurance**.

General Exclusion 8 Communicable Disease applies to this extension except that **communicable disease** shall not include:

- i bacterial food poisoning, or
- ii the specified human infectious or specified human contagious diseases listed under item a above (or the pathogens which cause them) provided that such diseases have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic.

For the purposes of this extension, the **indemnity period** means the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning:

- a in the case of a and e above, with the date of the compulsory closing of the whole or part of the **premises**
- b in the case of b above, the date of discovery
- c in the case of c above, with the date of the occurrence of the bodily injury or illness or, where there is a series of related bodily injuries or illnesses, the date of the first occurrence of bodily injury or illness in such series
- d in the case of d above, the date of the order of the public authority and ending not later than three months thereafter.

We will not be liable for:

- i any costs incurred in the cleaning, repair, replacement, recall or checking of the **property** insured
- ii any loss to the extent that it would have been caused in any event by:
 - a disease or discovery of an organism which causes disease occurring in a wider geographical area extending beyond the **premises**
 - b vermin or pests being discovered in a wider geographical area extending beyond the **premises**
- iii any resultant interruption of or interference with the **business** which lasts less than 12 consecutive hours.

Our liability under this extension for any one loss and in any one **period of insurance**, irrespective of the number of **premises** insured, will not exceed:

- a £25,000, or
- b 25% of the annual **gross profit** or **gross revenue** sum insured whichever is lower and not as otherwise specified in the **schedule**.

The Property Insurance Exclusion to Sub-Section A – Income/Costs does not apply to this extension.

The following extension is deleted:

Extension 13 Hacking and Viruses

Extensions 14, 15 and 16 are renumbered as 13, 14 and 15 accordingly.

Page 38 – Loss of Income Section – Extensions to Sub-Section B – Machinery and Computer Equipment Breakdown

Extension 1 Computer Operations is replaced by the following:

1 Computer Operations

Unless otherwise excluded, **we** will pay for the costs incurred in minimising or preventing the resulting interruption of or interference with **your** computer operations following an **accident** to, or **derangement** of, **computer equipment** insured by the Property Section for which **we** have admitted liability under Sub-Section G – Machinery and Computer Equipment Breakdown.

Our liability under this extension will not exceed £50,000 in any one **period of insurance**. **We** will not pay for the costs of preparing a claim.

Page 41 – Extensions to Sub-Section A – Employers' Liability

Extensions 1 and 2 are replaced as follows:

1 Corporate Manslaughter and Corporate Homicide Legislation – Legal Defence Costs

We will pay **your costs and expenses** and prosecution costs awarded against **you** incurred in connection with the defence of criminal proceedings brought against **you**, or any appeal against conviction, in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under corporate manslaughter or corporate homicide legislation (in force within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man at the time of such charge or investigation), for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs and expenses arising from an offence committed, or alleged to have been committed outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d for costs and expenses in connection with proceedings for which a claim has been admitted under Sub-Section B – Public Liability or Sub-Section C – Products Liability
- e for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- f if **you** are entitled to indemnity under any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

2 Health and Safety at Work Legislation – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner** or **employee**, in respect of **your costs and expenses** incurred in the defence of a prosecution and prosecution costs awarded against **you**, including an appeal against a conviction brought for a breach of health and safety at work legislation (in force within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man at the time of the breach) provided that:

- a the offence under such legislation is committed, or alleged to have been committed, during the **period of insurance** in connection with the **business** and relates to the health, safety and welfare of an **employee**
- b **we** shall not be liable:
 - i for the payment of fines or penalties
 - ii for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
 - iii for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
 - iv unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
 - v if an indemnity is provided by any other insurance.

Page 42 – Extensions to Sub Section B – Public Liability

Extensions 1 – 6 are replaced by the following:

1 Corporate Manslaughter and Corporate Homicide Legislation – Legal Defence Costs

We will pay **your costs and expenses** and prosecution costs awarded against **you** incurred in connection with the defence of criminal proceedings brought against **you**, or any appeal against conviction, in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under corporate manslaughter or corporate homicide legislation (in force within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man at the time of such charge or investigation), for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs and expenses arising from an offence committed, or alleged to have been committed outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d for costs and expenses in connection with proceedings for which a claim has been admitted under Sub-Section A – Employers’ Liability or Sub-Section C – Products Liability or Sub-Section D – Injury to a Working Partner or Proprietor
- e for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- f if **you** are entitled to indemnity under any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid,

or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

2 Health and Safety at Work Legislation – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner** or **employee**, in respect of **your costs and expenses** incurred in the defence of a prosecution and prosecution costs awarded against **you**, including an appeal against a conviction brought for a breach of health and safety at work legislation (in force within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man at the time of the breach) provided that:

- a the offence under such legislation is committed, or alleged to have been committed, during the **period of insurance** in connection with the **business**
- b does not relate to the health, safety and welfare of an **employee**

We shall not be liable:

- i for the payment of fines or penalties
- ii for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- iii for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- iv unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- v if an indemnity is provided by any other insurance.

3 Food Safety Legislation – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner** or **employee** for **your costs and expenses** and prosecution costs awarded against **you** in respect of the defence of a prosecution, including an appeal against a conviction, brought for a breach of food safety legislation (in force within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man at the time of such breach) committed, or alleged to have been committed, during the **period of insurance** in connection with the **business** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d unless **each director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- e if an indemnity is provided by any other insurance.

4 Consumer Protection Legislation – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner** or **employee** in respect of **your costs and expenses** and prosecution costs awarded against **you** in the defence of a prosecution, including an appeal against a conviction, brought for a breach or alleged breach of consumer protection legislation (in force within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man at the time of such breach or allegation) committed, or alleged to have been committed, during the **period of insurance** in connection with the **business** provided

that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man

- d unless each **director, partner or employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- e if an indemnity is provided by any other insurance.

5 Data Protection

We will pay:

- a the amount of compensation which **you** become legally liable to pay in respect of damage or distress, and
- b the defence costs and prosecution costs awarded against **you** in respect of a prosecution

under the provisions of data protection legislation (in force within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man at the time of the breach) subject to the breach from which the legal liability, defence or prosecution cost arises occurring during the **period of insurance** and in the course of the **business** and **you** being registered in accordance with the requirements of the data protection legislation, or in the process of applying for such registration, which has not been refused or withdrawn provided that **we** shall not be liable:

- i for the payment of fines or penalties
- ii for any deliberate act or omission by **you** or any **director, partner or employee** from which **you** or they could have reasonably expected liability or costs to attach
- iii for liability, defence or prosecution costs arising from recording, processing or provision of data for reward
- iv or liability, defence or prosecution costs arising from determining the financial status of a person
- v for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement
- vi for the cost of rectifying, replacing, reinstating or destroying or erasing any data
- vii if an indemnity is provided by any other insurance.

6 Defective Premises Legislation

We will cover **you** in respect of legal liability incurred by **you** during the **period of insurance** for accidental:

- a **injury**, or
- b **damage to property**

arising under the provisions of defective premises legislation (in force within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man at the time of such **injury or damage**) in connection with premises which were owned by **you** in connection with the **business** but have been disposed of by **you** provided that **we** shall not be liable:

- i for the cost of remedying any defect or alleged defect in the premises
- ii if **you** are entitled to indemnity from any other source.

Page 46 – Extensions to Sub Section C – Products Liability

Extension 1 is replaced by the following:

1 Corporate Manslaughter and Corporate Homicide Legislation – Legal Defence Costs

We will pay **your costs and expenses** and prosecution costs awarded against **you** incurred in connection with the defence of criminal proceedings brought against **you**, or any appeal against conviction, in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under corporate manslaughter or corporate homicide legislation (in force within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man at the time of such charge or investigation), for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance** provided that **we** shall not be liable:

- a for the payment of fines or penalties

- b for costs and expenses in connection with a charge relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs and expenses arising from an offence committed, or alleged to have been committed outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d for costs and expenses in connection with proceedings for which a claim has been admitted under Sub-Section A – Employers’ Liability or Sub-Section B – Public Liability or Sub-Section D – Injury to a Working Partner or Proprietor
- e for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- f if **you** are entitled to indemnity under any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

Extensions 2 – 5 have been replaced and are as per the versions for Sub-Section B – Public Liability.

Page 48 – Extensions to the Liability Section

The following extension is added:

6 Accidental Release of Asbestos (Claims Made) Cover (Not applicable to Sub-Section A – Employers’ Liability)

We will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of a claim first made against **you** and notified to **us** during the **period of insurance** for accidental:

- a **injury**
- b **damage to property**

arising from the accidental and unplanned release of **asbestos** in the course of the **business** within the **territorial limits**.

We will also pay for **your costs and expenses**.

The maximum amount **we** will pay for all damages, **claimant's costs and expenses** and **your costs and expenses** in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause and for all claims in any one **period of insurance** will not exceed £1,000,000.

We will not pay:

- 1 for claims:
 - a relating to the fear suffered by any person of the consequences of exposure to **asbestos**
 - b in respect of **damage to property**, obstruction, trespass, nuisance or interference with any right of way, air, light or water unless arising from contamination resulting from the accidental or unplanned release of **asbestos** due to a sudden, identifiable, unintended and unexpected incident which happens at a specific time and place during the **period of insurance** in the course of any work, process or other operation
 - c to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove **asbestos** in or on premises:
 - i that **you** have disposed of
 - ii owned, leased, let, rented, hired or lent to **you**

- iii for which **you** have any statutory duty to manage **asbestos**
- 2 for any incident known to **you**, or any **director** or **partner** or for which **you** or they should have been aware before the start of the cover provided under this extension
- 3 a the amount of **excess** stated in the **schedule** in respect of **damage to property**, or
b £1,000
whichever is the greater.

If during the **period of insurance**, **you**, or any **director** or **partner** first become aware of any circumstances that may give rise to a claim under this section and notification is given to **us** during or within 7 days of the expiry of the **period of insurance**, **we** will if a claim is subsequently made against **you** consider such circumstances as having been made during the **period of insurance** that **you** or they first become aware.

Condition Precedent to Liability to Extension 6 Accidental Release of Asbestos (Claims Made) Cover

It is a condition precedent to **our** liability to pay claims under this extension that **you** must:

- a undertake a written risk assessment and put controls in place to prevent the release of **asbestos** if **you** have contracted or reached agreement for the investigation, handling, removal, stripping out, demolition, transportation or disposal of **asbestos**
- b immediately on discovery of any materials that are known or suspected to be **asbestos** prior to or in the course of any work, process or other operation, take steps to suspend or cease such work, process or other operation until the composition of the materials is established
- c ensure that any **asbestos** is investigated, handled, removed, stripped out, demolished, transported and/or disposed of in accordance with Health and Safety regulations in force at the time within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

In the event of a claim arising from or in connection with the release of **asbestos**, **you** may be required by **us** to produce evidence that **you** complied with this condition.

Page 48 – Exclusions to the Liability Section

The following exclusions are added:

11 Asbestos

(Not applicable to Sub-Section A – Employers' Liability)

Except as otherwise provided by Extension 6 Accidental Release of Asbestos (Claims Made) Cover, **we** will not pay for claims caused by or arising from:

- a inhalation or ingestion of **asbestos**
- b exposure to or fear of the consequences of exposure to **asbestos**
- c the presence of **asbestos** in any property or on land
- d investigating, managing, removing, controlling or remediation of **asbestos**.

12 Cyber and Data

(Not applicable to Sub-Section A – Employers' Liability)

For the purposes of this exclusion only the following definitions apply:

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

Cyber Incident

Any:

- a error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
- b partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

Cyber and Data Exclusion

We will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

- a any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**
- b loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**
- c failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process **data** or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims:

- i for accidental **injury**, or
- ii accidental **damage to property**, or
- iii under Extension 3 Data Protection of the Extensions to Sub-Section B – Public Liability directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**.

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