



Policy endorsements - version 01/08/2022

JACK of CLUBS Policy Wording (Version: COM685 Jan 2019)

This document details changes to the cover provided in the **JACK of CLUBS policy** and should be read in conjunction with this policy wording and **your schedule**.

Page 5 – How to Make a Claim

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

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

Liability Section

Tel: 0345 900 4185 – Option 3

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

Trustee and Corporate Liability Section

Tel: 01204 877556

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

Page 6 – Helpline Services is replaced by:

Important phone numbers

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 is replaced by:

Making a complaint

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 or AXA office where **your policy** was purchased. Telephone contact is often the most effective way to resolve complaints quickly. Alternatively, **you** can write to **us** at

AXA Insurance complaints:

AXA Insurance 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** insurance agent / firm (if applicable)
- 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

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

Fax: 020 7964 1001

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

Website: www.financialombudsman.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 or recorded.

Legal expenses services complaints

If **you** have a complaint about the Legal expenses services **you** should contact

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

Telephone: 01206 615000

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

Page 9 – Privacy Notice is replaced by:

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 10 - Definitions

Words which appear in bold within this **policy** will have the meaning defined below.

The following defined terms are amended to:

We, Our, Us

AXA Insurance UK plc.

Terrorism

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.

The following defined terms are added:

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.

Asbestos

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

Page 18 – General Exclusions

The following exclusion is deleted:

9 Sanctions

The following exclusions are deleted and replaced by:

2 War

(With the exception of Sub-Section A - Employers' Liability of the Liability Section)

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power.

4 Terrorism

(With the exception of Sub-Section A - Employers' Liability of the Liability Section)

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- a) In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - i. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - ii. any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- b) In Northern Ireland
 - i. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - ii. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
 - iii. riot, civil commotion and (except for **damage** or interruption to the business caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

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 or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

5 Electronic Risks

(With the exception of the Liability Section)

We will not cover **you** for 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 **system**; or
- 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**.

We will cover subsequent **damage** which is covered by this section, which itself results from a **defined peril** covered by this section, except for damage caused by malicious persons other than thieves.

8 Asbestos

(Applicable to the Liability Section and Sub Section C - Professional Indemnity of the Trustee and Corporate Liability Section only)

Except as otherwise provided by Extension 15 "Accidental release of asbestos (Claims made) cover" of Sub-Section B - Public Liability, **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**.

The following exclusions are added:

10 Date Recognition Exclusion

(With the exception of the Liability Section)

We will not cover **you** for loss, destruction or 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.

11 Disease

(With the exception of the Liability Section)

- a) Notwithstanding any provision to the contrary within this policy, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or 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.
- b) Subject to the other terms, conditions and exclusions contained in this policy, this policy will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage or **time element loss** is covered by this policy and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

Page 18 – General Conditions

The following conditions are deleted and replaced by:

1 Fair presentation of risk (replaces Misrepresentation)

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your 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

- 1 If the failure to make a fair presentation of the risk is deliberate or reckless we can elect to make your policy void and keep the premium. This means treating the policy as if it had not existed and that **we** will not return **your** premiums, or
- 2 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 **your policy** void and return **your** premium or
- 3 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:

- a) reduce proportionately any amount paid or payable in respect of a claim under **your 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
 - b) treat **your 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.
- 4 Where **we** elect to apply one of the above then
- a) if we elect to make **your policy** void, this will be from the start of the **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 the policy, or the date of variation or from the date of renewal
 - c) **we** will treat the 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:

13 Change in risk condition

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

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

Your 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 **your policy**. If **you** wish to make any alteration to **your 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 **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

14 Sanctions

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your 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 41 - Loss of Income Section

Extensions to Sub-Section A – Income/Costs

3 Denial of Access is replaced by;

Denial of Access (Damage) cover

Meanings of defined terms

The following meanings highlighted in bold print will have the same meaning wherever it is used in this Denial of access (damage) cover.

Insured Perils

Means fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal

We will cover **you** for any loss insured by this section resulting from interruption of or interference with **your business** as a result of **damage** by the **insured perils** to property within a 1 mile radius of **your premises** which prevents or hinders the use of **your premises** or access to it, regardless of whether **your premises** is damaged or not

Provided that

1. these **insured perils** are covered under **your** Property Section with **us** in respect of **your premises**
2. the insurance provided by this cover shall only apply for the period starting with the prevention of access or hinderance of use and ending after 12 weeks in total in any one **period of insurance**, irrespective of the number of incidents or **premises** insured, during which time the results of **your business** are affected
3. **our** maximum liability for any one claim and in any one **period of insurance** shall not exceed the lesser of £1,000,000 or 25% of the annual Sum Insured.
4. Claims Condition 7 Automatic Reinstatement shall not apply in respect of this cover
5. Note 4 Trends and Variations under Basis of Settlement – Loss of Income Section shall apply to this cover.

We will not cover **you** where access to **your premises** is restricted or hindered as a result of

1. any loss, destruction or damage to property from which **you** obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services
2. any incident involving interference or interruption with the **business** that is less than 12 hours.

4 Public Utilities is replaced by:

Failure of selected public utilities cover - terminal ends

Meanings of defined terms

The following meanings highlighted in bold print will have the same meaning wherever it is used in this Failure of selected public utilities cover - terminal ends wording.

Insured Perils

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal

We will cover **you** for any loss insured by this section resulting from interruption of or interference with **your business** caused by the accidental failure of

1. the public electricity supply at the 'terminal ends' of **your** supplier's service feeds to the **premises**
2. the public gas supply at **your** supplier's meters to the **premises**
3. the public water supply at **your** supplier's main stop cock serving the **premises** (other than by drought)
4. the public 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 telecommunications services, provided **your** supplier is situated within the **territorial limits**, where such accidental failure is a direct result of **damage** caused by an **insured peril**.

After the application of all other terms and conditions of this section, the most **we** will pay for any one claim and in total during any one **period of insurance** is £50,000.

Claims Condition 7 Automatic Reinstatement shall not apply in respect of this cover.

Note 4 Trends and Variations under Basis of Settlement – Loss of Income Section shall apply to this cover.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the accidental failure(s) of supply or service at **your premises** and ending after 12 weeks in total during which time the results of **your business** are affected regardless of the number of incidents, number of **your** suppliers affected during the **period of insurance** or the number of **premises** insured.

We will not cover

- a) any failure
 1. which does not involve a cessation of supply for at least the 12 hour franchise period
 2. due to an excluded cause
- b) loss resulting from failure caused by
 1. the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
 2. strikes or any labour or trade disputes
 3. solar flare or other atmospheric or weather conditions but **we** will cover failure due to **damage** to equipment caused by these conditions.

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from **damage** is not covered by this section, it will be **your** responsibility to prove that they are covered.

10 Diseases, (Premises), poisoning, vermin, defective drains, murder, manslaughter, suicide or rape is replaced by;

Murder Suicide or Disease cover

We will cover **you** for any loss insured by this section during the **period of insurance** resulting from interruption of or interference with the **business** conducted by **you** at **your premises** as a result of

1. the occurrence of any of the following specified human infectious or specified human contagious diseases
 1. Acute Encephalitis
 2. Acute Poliomyelitis
 3. Anthrax
 4. Chicken Pox
 5. Diphtheria
 6. Dysentery caused by Shigella
 7. Legionellosis
 8. Legionnaires' Disease
 9. Malaria
 10. Measles
 11. Meningococcal Infection
 12. Mumps
 13. Ophthalmia Neonatorum
 14. Paratyphoid fever
 15. Bubonic, Septicemic and Pneumonic Plague
 16. Rabies
 17. Rubella
 18. Tetanus
 19. Tuberculosis
 20. Typhoid Fever
 21. Whooping Cough
 22. Yellow Fevermanifested by any person whilst at **your premises** which directly results in the compulsory closing of the whole or part of **your premises** by order of a public authority authorised to prevent or restrict access to **your premises**
2. murder or suicide at **your premises**
3. 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 **your premises**
4. the discovery of vermin or pests in the **building(s)** at **your premises** that prevents the use of or part use of **your building(s)** by order of a public authority
5. the compulsory closing of the whole or part of **your premises** by order of a public authority as a result of an accident causing a defect in the drains, toilets or sinks at **your premises**.

We will not cover:

1. any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured;
2. any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond **your premises**, or by vermin or pests being discovered in a wider geographical area beyond the **building(s)** at **your premises**
3. any incident involving interference or interruption with the **business** that is less than 12 hours.

Any Disease or Coronavirus exclusion shall apply to this Murder suicide or disease cover, except that **communicable disease** shall not include the specified human infectious or specified human contagious diseases listed under clause 1 of this cover, the pathogens which cause them, or bacterial food poisoning, provided that such diseases listed under clause 1 have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic.

The insurance provided by this cover shall not exceed 12 weeks in any one **period of insurance** during which time the results of **your business** are affected as a result of the incident, commencing from the date of

1. the compulsory closing of the whole or part of **your premises** (in relation to clauses 1 and 5 of this cover)
2. the discovery of murder or suicide (in relation to clause 2 of this cover)
3. the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
4. the order of the public authority (in relation to clause 4 of this cover).

Our liability will not exceed the lower of either the maximum indemnity period of 12 weeks or £25,000 or 25% of the annual figure on which **your** sum insured is based in any one **period of insurance**, irrespective of the number of **premises** insured or incidents. The Claims Condition 7 Automatic Reinstatement will not apply in respect of this cover.

For the purposes of the cover provided under this cover clause, any references to **damage** or incident within the meanings of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions and conditions shall be read as if they were references to the cover provided under clauses 1 to 5 above.

Page 38 - Sub-Section C – Loss of Licence is replaced by:

The cover described below is only operative if shown as Insured on the schedule

Sub-Section C - Loss of licence to sell alcohol

The meaning of the word or phrase

Indemnity period

Licence

Withdrawal

detailed below will have the same meaning wherever it is used in the Loss of licence to sell alcohol cover

Indemnity period

The period during which the **business** is affected starting on the date of the loss of licence and ending not later than 12 weeks thereafter in total in any one **period of insurance**, irrespective of the number of **premises** insured, during which time the results of the **business** are affected as a result of the loss of licence.

Provided that if the **premises** are disposed of within 12 weeks after the loss of licence the indemnity period shall terminate either

1. upon disposal OR

2. 12 weeks from the loss of licence

whichever is earlier.

Licence

The licence or club members certificate required for the sale of alcohol.

Withdrawal

Issue of a closure notice or forfeiture or suspension or withdrawal.

We will cover **you** for loss of profit occurring during the indemnity period in the event that **your** licence which applies in respect of the **premises** shown in **your** schedule being forfeited, suspended or withdrawn or closed as a result of a closure notice being issued.

We will cover **you** for

1. the loss of profit being the amount representing the amount by which the sales less relative purchases during the indemnity period falls short of the sales less relative purchases during the equivalent period immediately before the **withdrawal** of the licence
2. any reasonable additional expenses incurred in maintaining sales during the indemnity period but not more than the amount of loss avoided under **1** by this additional expense

less any amount saved during the indemnity period in respect of reduced expenses due to the event.

In adjusting the amount **we** will pay, all variations or special circumstances affecting the **business** shall be taken into account in order that the amount **we** pay **you** shall represent as nearly as practicable the results that would have been expected if the **withdrawal** of the licence had not occurred.

If the loss of licence occurs in the first years trading of the **business** the payment under **1** will be based on the rate of gross profit earned on the turnover period between the start date of the **business** and the date of the **withdrawal** of the licence.

If during the indemnity period goods are sold or services rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such sales or services will be included in arriving at the reduction in sales during the indemnity period.

1. the reduction in the value of the **premises** if **you** are unable to obtain a licence for a period of twelve months from the date of the **withdrawal** of the licence and **your** selling of the **premises**.
2. all costs and expenses incurred by **you** with **our** written consent.

Our liability for any one claim will not exceed £50,000.

We will not cover **you** for the **withdrawal** of the licence if

1. **you** are entitled to obtain payment of compensation under any legislation or Bye-law
2. alterations to the **premises** which require the consent of the licensing or other authority have been made without their consent
3. the **premises** is closed for any period not required by law

4. the **premises** is not maintained in a good state of sanitary condition or repair
5. any direction or requirement of the licensing or other authority is not complied with
6. this occurs wholly or partly by or through the misconduct, procurement, connivance, negligence or omission by **you** or by any omission by **you** to take any step necessary to keep the licence in force
7. prior or subsequent to the **withdrawal** of the licence
 1. the **premises** are required for any public purpose OR
 2. which arises or results directly or indirectly from any scheme of town or country planning improvement or development or the surrender or reduction or redistribution of licences required by any public authority or any alteration of the law affecting the forfeiture, granting of, or surrender of licences.

Exclusions **2** to **6** inclusive will not apply where **you** or any other claimant under this cover proves to the reasonable satisfaction of **us** that the matter was completely beyond their power or control.

Special conditions applicable to the Loss of licence to sell alcohol cover

1. **You** must tell **us** immediately and give notice in writing to **us** and supply such additional information and give such assistance as **we** may reasonably require of any
 1. complaint against the **premises** or its management or representation by an interested party making an application for a review of the **premises** licence
 2. proceedings against or conviction for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to his honesty moral standing or sobriety
 3. change in the tenancy or management of the **premises**
 4. transfer or proposed transfer of the licence
 5. variation in the purpose for which the **premises** is used
 6. notification of review, objection or other circumstances which may endanger the licence
 7. refusal of the Licensing Authority to agree a variation of **your** licence as a result of the **premises** being situated within an area designated as a special area of cumulative development
2. In the event of **your** death bankruptcy or incapacity or desertion of the **premises** or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect of his honesty moral standing or sobriety) of the manager tenant occupier designated premises supervisor or any personal licence holder who has authorised the sale of alcohol by members of **your** staff, **you** will where practicable and at our request provide a suitable person to replace them and who the Licensing Authority will agree the transfer of the **premises** licence to
3. In the event of the **withdrawal** of the licence **you** will
 1. give notice in writing to **us** within 48 hours of receiving knowledge of such event stating the grounds upon which the licence was forfeited, withdrawn or closed as result of a closure order
 2. give all such assistance as **we** may require for the purpose of an appeal against such **withdrawal** and allow **us** and **our** solicitors full authority in the conduct of such proceedings
 3. apply if practicable and if required by **us** for the granting of a new licence for the same or alternative premises as may enable **you** to continue the **business** in a similar or alternative form
 4. provide a statement of **your** loss together with such documents statements and accounts as may be reasonably required by **us** to verify the same and also if required by **us** make a

statutory declaration as to the truth accuracy and comprehensiveness thereof and give **us** free access to the **premises** and the books and accounts as may be necessary for ascertaining the value of the property and the goodwill of the **business**.

Page 41 – Extensions to Sub-Section B – Public Liability

The following extension is added:

15 Accidental release of asbestos (Claims made) cover

We will cover the amount of damages which **you** are legally liable to pay in respect of a claim first made against **you** and notified to **us** during the **period of insurance** arising from the accidental and unplanned release of **asbestos**.

The maximum amount **we** will pay for the total of all damages and **claimants' costs and expenses** arising from claims first made against **you** and notified to **us** during the **period of insurance** caused by or arising from **asbestos** is £1,000,000.

We will not cover

- 1) claims
 - a) relating to the fear suffered by any person of the consequences of exposure to **asbestos**
 - b) in respect of loss of or damage to material property, obstruction, trespass, nuisance or interference with any right of way, air, light or water unless arising from contamination resulting from the 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**.
 - d) for any incident known to **you** or for which **you** should have been aware before the start of this cover
- 2) the greater of £1,000 or the amount of **excess** stated in **your** schedule in respect of loss or damage to property caused by or arising from **asbestos**.

If during the **period of insurance** **you** 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** first become aware.

The following additional conditions apply to this section.

1. If **you** have contracted or reached agreement for the investigation, handling, removal, stripping out, demolition, transportation or disposal of **asbestos**, a written risk assessment must be undertaken and controls put in place to prevent the release of **asbestos**
2. If **you** discover any materials that are known or suspected to be **asbestos** prior to or in the course of any work, process or other operation, **you** must immediately upon discovery take steps to suspend or cease such work, process or other operation until the composition of the materials is established

3. **You** must 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 within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
4. If **you** do not comply with these conditions **you** will not be covered and **we** will not make any payment in respect of a claim.

Page 44 & 46 – Exclusions to Sub-Section B – Public Liability and Sub-Section C – Products Liability

The following exclusion is added

Cyber and Data

This Section does not indemnify **you** against any liability: 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 death, bodily injury, illness or disease
- ii. for physical loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**.

For the purposes of this exclusion the following defined terms shall 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

- a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
- b) Any 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**.

Page 52 – Legal Expenses Section

This section has been deleted and replaced with a separate policy.

Page 58 – Trustee and Corporate Liability Section

The following exclusion is added

Exclusion applicable to Sub Section A Trustee Liability and B Corporate Liability

11 Cyber act and loss of computer system

We will not cover any **claim, loss** or **investigation** caused by:

- a) a **cyber act**
- b) use of, inability to use, or partial or total unavailability or failure of any computer system provided the computer system is owned or controlled by you or on your behalf
- c) any failure or interruption of service provided
 - a. a to you or any part acting on **your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware or software owned by **you**
 - b. by any utility provider, but only where such failure or interruption of service impacts a computer system owned or controlled by **you** or any party acting on **your** behalf

For the purposes of this exclusion the following defined terms shall apply:

Cyber act

Any malicious attempt or attempts to damage, disrupt or gain access to computer systems networks or devices by cyber means including an incident in which data, computer systems or networks are accessed or affected in a non-authorised way.

Exclusion applicable to Sub Section C Professional Indemnity

The following exclusion is added this will apply irrespective of anything contained in **your policy** to the contrary.

21 Cyber and data protection law exclusion

- 1 **We** will not cover any claim, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount
 - a directly caused by, directly resulting from or directly arising out of
 - i. a **cyber act**
 - ii. any partial or total unavailability or failure of any **computer system**
where the **computer system** is owned or controlled by **you** or any party acting on **your** behalf, or
 - b directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of the receipt or transmission of malware, malicious code or a **virus** by **you** or any party acting on **your** behalf.
- 2 **We** will not cover any claim, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided
 - a to **you** or any party acting on **your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by **you**
 - b by any utility provider, but only where such failure or interruption of service impacts a **computer system** owned or controlled by **you** or any party acting on **your** behalf.
- 3 **We** will not cover any claim, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **data protection law** by **you** or any party acting on **your** behalf.
- 4 Any cover provided by **your policy** in respect of the costs of reconstituting or recovering lost, inaccessible or damaged **documents** owned or controlled by **you** or any party acting on **your** behalf will not apply to data.

Other than as stated within this exclusion or by other restrictions in **your policy** specifically relating to the use of, or inability to use, a **computer system**, no cover otherwise provided by **your policy** will be restricted solely due to the use of, or inability to use, a **computer system**.

For the purposes of this exclusion the following defined terms shall 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**

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**

Data protection law

Any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time)

Documents

Any documents or information that are **your** property or are looked after by or deposited with **you** in the ordinary course of **your activities** and for which **you** are responsible. This does not include **data**, bearer bonds, coupons, stamps, bank or currency notes or negotiable instruments.

The following section is added:

Terrorism section

Your schedule will show if this section is covered.

Defined terms

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 **your** 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.

What is covered

The cover provided under the Sections applicable as shown in the Terrorism section of **your** schedule is extended to include **damage** to the property insured or **business interruption** where covered caused by happening through or as a result of **terrorism**.

Where the Property damage section is shown as being applicable under the Terrorism section of **your policy** and Goods in transit cover is shown as being insured on **your** schedule, this section is extended to include **damage** to property insured under the Goods in transit section for losses caused by **terrorism**.

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 section, provided that all **damage** occurs within the **period of insurance** and that no two periods overlap.

What is not covered

Electronic risks exclusion

We will not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

1. damage to or the destruction of any **computer systems**
2. 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

- A. 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
- B. 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 **A)** and **B)** 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 **C)** below, the following property is specifically excluded from the cover provided under **A)** and **B)** above

- i. 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
 - ii. and
 - iii. **data**
- C. 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 **A)** above results from any alteration, modification, distortion, erasure or corruption of **data** then notwithstanding **(ii)** above, such loss shall nonetheless be covered.

Excluded property exclusion

We will not cover **you** for any losses directly or indirectly caused by or resulting from loss, destruction or damage to any

1. property located outside England, Wales and Scotland and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
2. nuclear installation or nuclear reactor
3. property which is specifically excluded elsewhere in this **policy**.

Motor exclusion

We will not cover **you** for

1. any property covered by a motor policy other than a motor trade policy
2. property covered under a road risks section of a motor trade policy.

Other insurances exclusion

We will not cover **you** for any property which is insured by or would, but for the existence of this section, be insured by any form of transit, aviation or marine policy.

War risks exclusion

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.

Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your 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.

Limitation of liability condition

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

1. the total sums insured, or
2. for each item its individual sum insured, or
3. any other limit of liability

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

Proof of cover condition

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 they are covered.

Page 63 – Underwritten by: is replaced by:

AXA Insurance UK plc Registered in England and Wales No 78950.

Registered Office: 20 Gracechurch Street, London EC3V 0BG. A member of the AXA Group of companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Telephone calls may be monitored and recorded.