

## **NODA Insurance Policy Endorsement**

### **Combined Policy for Amateur Theatre Groups, in association with the National Operatic and Dramatic Association**

This document details changes being made by endorsement to the cover provided by the Noda Insurance **Combined Policy for Amateur Theatre Groups, in association with the National Operatic and Dramatic Association**.

This endorsement forms part of the Schedule and should be read in conjunction with such Schedule and the policy wording (version COM199 May 2019 using the page numbers shown below)

Wherever details are being changed in the policy wording the same changes will apply to such details if shown in the policy summary, Schedule or **PROPOSAL**.

#### **Page 2 – INTRODUCTION**

This is replaced by the following:

You (The **INSURED**) have applied for this insurance to AXA Insurance UK plc (AXA) (The **COMPANY**) by a **PROPOSAL** which is the basis of this contract and is deemed to be incorporated herein and in consideration has paid or agreed to pay the premium.

In return the **COMPANY** will provide the insurance as described in this Policy during the Period of Insurance subject to the terms conditions and exclusions of this Policy.

This Policy the Schedule and any Endorsements shall be read together as one document.

This Policy forms part of the contract with the **COMPANY**.

Please read this Policy carefully to ensure that it meets your requirements.

If you have any queries please contact Lloyd & Whyte Ltd who have arranged this Policy on behalf of the **COMPANY** and who will be pleased to help.

This Policy should be kept in a safe place – you may need to refer to it if you have to make a claim.

#### **Page 4 – MAKING A CLAIM**

The references to Ageas Insurance Limited no longer apply and the out of hours contact details in this section are replaced by the following:

Outside of the above hours and at weekends and bank holidays you must contact the **COMPANY** direct using the following details:

For claims under Section 2 Legal Liability

Tel: 0345 600 4185

Email: [liabilityclaims.ins@axa-insurance.co.uk](mailto:liabilityclaims.ins@axa-insurance.co.uk)

For claims under any other section

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

Email: [spclaims.ins@axa-insurance.co.uk](mailto:spclaims.ins@axa-insurance.co.uk)

The **COMPANY'S** address is:

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

## **Page 5 – SPECIAL BENEFITS - HELPLINES**

The helpline for Confidential Counselling is no longer available and the remaining helplines are replaced as follows:

### **GLASS REPLACEMENT SERVICE\*            0300 303 2944**

A quick and efficient service available 365 days a year.

### **LEGAL AND TAX ADVICE\*\*                0330 024 5346**

The **COMPANY'S** confidential legal and tax advice line.  
Please quote AXA Commercial when calling.

### **EMERGENCY HELPLINE\*\*\*                0330 024 5346**

The **COMPANY'S** 24 hour emergency helpline. Please quote AXA Commercial when calling.  
The **COMPANY** 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 advice given in the Making a Claim section and also the procedures detailed in General Condition 6. Claims – Insured's Action 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 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 6 – OUR CUSTOMER CARE POLICY**

This has been replaced by **CUSTOMER CARE POLICY** and the **WHAT TO DO IF YOU HAVE A COMPLAINT** Section is replaced by the following:

### **WHAT TO DO IF YOU HAVE A COMPLAINT**

The **COMPANY** aims to provide the highest standard of service to every customer. If their service does not meet your expectations the **COMPANY** wants to hear about it so they can try to put things right. All complaints received are taken seriously. Following the steps below will help the **COMPANY** understand your concerns and give you a fair response.

### **HOW TO MAKE YOUR COMPLAINT**

If your complaint relates to a claim on this Policy please contact the department dealing with your claim using the contact details shown below:

### **CLAIMS COMPLAINTS**

Tel: **01204 815359**

Email: [commercial.complaints@axa-insurance.co.uk](mailto:commercial.complaints@axa-insurance.co.uk)

The majority of complaints can be resolved quickly and satisfactorily by the department you are dealing with. Telephone contact is often the most effective way to resolve complaints quickly. Alternatively, you can write to the **COMPANY** at:

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

When you make contact, please provide the following information:

- Name, address and postcode, telephone number and email address (if you have one).
- Your policy number and claim number and the type of policy you hold.
- The reason for your complaint.

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

If you have a complaint about the Legal and Tax Advice helpline service you should contact Arc Legal Assistance Ltd using the contact details shown below:

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

Tel: **01206 615000**

For any other type of complaint or if your complaint is about the way this Policy was sold to you, please contact Lloyd & Whyte Ltd on **01823 250700** to report your complaint. Alternatively, you can write to them at the following address or by emailing them at [info@lloydwhyte.com](mailto:info@lloydwhyte.com):

Lloyd & Whyte Ltd, Affinity House, Bindon Road, Taunton, Somerset TA2 6AA

#### **WHAT TO DO IF YOU ARE DISSATISFIED**

Should you remain dissatisfied following the **COMPANY** or Lloyd & Whyte or Arc Legal Assistance Ltd's 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 you have received a final response. You have six months from the date of such 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](mailto:complaint.info@financial-ombudsman.org.uk)

Website: **[www.financial-ombudsman.org.uk](http://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

#### **The COMPANY's promise to you**

The **COMPANY** 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 their mistakes.
- Use the information from complaints to continuously improve their service.

Telephone calls may be recorded and monitored.

## **PAGE 6 – FINANCIAL SERVICES COMPENSATION SCHEME**

The reference to Ageas Insurance Limited is replaced by the **COMPANY**.

## **PAGE 7 – PRIVACY NOTICE**

These changes apply to the Privacy Notice shown in the policy wording or by endorsement to the Schedule.

The **COMPANY** is part of the AXA Group of companies which takes your privacy very seriously. For details of how the **COMPANY** uses the personal information collected from you and your rights please view the **COMPANY'S** privacy policy at [www.axa.co.uk/privacy-policy](http://www.axa.co.uk/privacy-policy). If you do not have access to the internet please contact the **COMPANY** and they will send you a printed copy.

## **PAGE 9 – DEFINITIONS**

New definitions are added as follows:

### **ASBESTOS**

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

### **COMPUTER SYSTEM**

Computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet 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 or other equipment or component or system or item which processes stores transmits or receives **DATA**

### **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 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 the property of the **INSURED** or not

### **PHISHING**

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

## **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 **DATA COMPUTER SYSTEMS** or operations whether involving self-replication or not  
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

The undernoted definitions are replaced by the following:

## **COMPANY**

AXA Insurance UK plc

## **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

## **TERRORISM**

This definition will not apply to Section 8 Terrorism which has Special Definitions

- (1) **SECTION 1 PROPERTY, SECTION 3 MONEY, SECTION 4 PERSONAL ACCIDENT, SECTION 5 ABANDONMENT, SECTION 6 FIDELITY GUARANTEE, SECTION 7 BUILDINGS and SECTION 9 BOOK DEBTS**

### **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

- (2) **SECTION 2 LEGAL LIABILITY**

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

## **PAGES 20-29 – SECTION 2 LEGAL LIABILITY**

### **PUBLIC AND PRODUCTS LIABILITY**

The Public and Products Liability Limit of Indemnity is replaced by the following:

#### **Limit of Indemnity**

The maximum liability of the **COMPANY** in respect of all indemnity payable under The Insurance and Extensions of this Section in respect of or arising out of any one occurrence or series of occurrences attributable to one original cause or source will not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Provided that the liability of the **COMPANY** for all indemnity payable in respect of or arising directly or indirectly out of

- (a) **PRODUCTS** will not exceed the Limit of Indemnity stated in the Schedule in any one Period of Insurance
- (b) **TERRORISM** in any one Period of Insurance will not exceed £2,000,000 or the Limit of Indemnity stated in the Schedule whichever is the less

Section Exclusion (s) to Section 2 Legal Liability, Public and Products Liability is replaced by the following:

The **COMPANY** will not be liable for

- (s) any 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**except as otherwise provided by Extension 16. Accidental Release of Asbestos (Claims Made) Cover

New Exclusion (t) is added as follows:

#### **SPECIAL DEFINITIONS (for the purpose of this Exclusion only)**

The words defined below will have the same meaning wherever they appear in bold capital letters in this Exclusion

#### **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 error or omission or series of related errors or omissions involving access to processing of use of or operation of any **COMPUTER SYSTEM**

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**

The **COMPANY** will not be liable for

- (t) 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 **INJURY** to any person
- (ii) for **PHYSICAL LOSS**

directly or indirectly caused by contributed to by resulting from arising out of or in connection with any **CYBER ACT** or **CYBER INCIDENT**

## **PUBLIC AND PRODUCTS LIABILITY EXTENSIONS**

Extension 16. is added to the Public and Products Liability Extension as follows:

### **16. ACCIDENTAL RELEASE OF ASBESTOS (CLAIMS MADE) COVER**

The **COMPANY** will also indemnify the **INSURED** for compensatory damages and all claimants costs and expenses which the **INSURED** becomes legally liable to pay in respect of a claim first made against the **INSURED** and notified to the **COMPANY** during the Period of Insurance arising out of accidental

- (a) **INJURY** to any person
- (b) **PHYSICAL LOSS**

arising from the accidental and unplanned release of **ASBESTOS** in the course of the **BUSINESS** within the **TERRITORIAL LIMITS**

The maximum liability of the **COMPANY** in respect of all indemnity payable under this Extension for 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

The **COMPANY** will not be liable for

- (1) for claims
  - (a) relating to the fear suffered by any person of the consequences of exposure to **ASBESTOS**
  - (b) in respect of **PHYSICAL LOSS** 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 the **INSURED** has disposed of
  - (ii) owned leased let rented hired or lent to the **INSURED**
  - (iii) for which the **INSURED** has any statutory duty to manage **ASBESTOS**
- (2) for any incident known to the **INSURED** or any director or partner of the **BUSINESS** or for which the **INSURED** or they should have been aware before the start of the cover provided under this extension
  - (a) the amount of any **EXCESS** specified in the Schedule in respect of each and every claim for loss of or damage to property or
  - (b) £1,000

whichever is the greater

If during the Period of Insurance the **INSURED** 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 the **COMPANY** during or within 7 days of the expiry of the Period of Insurance the **COMPANY** will if a claim is subsequently made against the **INSURED** consider such circumstances as having been made during the Period of Insurance that the **INSURED** or they first become aware

#### **CONDITION PRECEDENT TO LIABILITY TO THIS EXTENSION**

It is a condition precedent to the **COMPANY'S** liability to pay claims under this Extension that the **INSURED** must

- (a) undertake a written risk assessment and put controls in place to prevent the release of **ASBESTOS** if the **INSURED** has contracted or reached agreement for the investigation handling removal stripping out demolition transportation or disposal of **ASBESTOS**
- (b) 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 immediately upon discovery 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
- (d) In the event of a claim arising from or in connection with the release of **ASBESTOS** the **INSURED** may be required by the **COMPANY** to produce evidence that the **INSURED** complied with this condition

#### **EMPLOYERS LIABILITY**

The Employers Liability Limit of Liability is replaced by the following:

##### **Limit of Liability**

The maximum liability of the **COMPANY** payable under The Insurance and Extensions of this Section inclusive of all costs and expenses shall be the Limit of Liability stated in the Schedule in respect of any one claim against the **INSURED** or series of claims against the **INSURED** arising out of one occurrence except in respect of claims for **TERRORISM** where such maximum will not exceed £5,000,000

## **PAGES 35-36 – SECTION 5 ABANDONMENT**

**THE INSURANCE** is replaced by the following:

The **COMPANY** will indemnify the **INSURED** for

1. any **COSTS AND EXPENSES** necessarily and reasonably incurred by the **INSURED** in connection with an **EVENT** arising as a direct consequence of a **CONTINGENCY** from any cause beyond the control of the **INSURED** occurring during the Period of Insurance
2. additional costs and expenses necessarily and reasonably incurred by the **INSURED** in excess of those budgeted to be incurred in connection with an **EVENT** for the sole purpose of avoiding or diminishing a claim for **COSTS AND EXPENSES** arising as a direct consequence of a **CONTINGENCY** from any cause beyond the control of the **INSURED** occurring during the Period of Insurance provided that such additional costs and expenses do not exceed the amount of such **COSTS AND EXPENSES** excluding any payments made to replacements of any principal performer or performers musical director choreographer or producer
3. any additional expenses necessarily and reasonably incurred by the **INSURED** in connection with an **EVENT** arising as a direct consequence of any principal performer or performers musical director choreographer or producer being unable to appear in direct choreograph or produce such **EVENT** during the Period of Insurance up to an amount of £400 for each person described above regardless of the number of performances affected

In respect of item 2. the liability of the **COMPANY** shall not exceed £500 for any one **EVENT**

In respect of items 1. and 3. the liability of the **COMPANY** shall not exceed

- (a) £50,000 or
  - (b) the Sum Insured stated in the Schedule
- whichever is lower for any one **EVENT**

In respect of items 1. 2. and 3. the liability of the **COMPANY** will not exceed

- (a) £250,000 or
  - (b) the Sum Insured stated in the Schedule (multiplied by five)
- whichever is lower in any one Period of Insurance

## **SECTION EXCLUSIONS**

The following exclusions are added:

- (q) the actions of strikers locked out workers or persons taking part in labour disturbances
- (r) the failure or disruption of power supplies or communications services as a consequence of geomagnetic storms or solar flares, eruptions or bursts

## **PAGES 41-49 – SECTION 7 BUILDINGS**

### **PERILS INSURED**

Exclusion (g) is added to peril 13 SUBSIDENCE as follows:

- (g) loss damage or destruction to the **BUILDINGS** caused by its own collapse or cracking other than for **DAMAGE** caused by a Peril Insured which is covered by this Section

## **PAGES 50-51 – SECTION 8 TERRORISM**

These changes apply to the Section shown in the policy wording or by endorsement to the Schedule.

This Section is replaced by the following:

### **SECTION 8 TERRORISM**

#### **SPECIAL DEFINITIONS (for the purpose of this Section only)**

The words defined below will have the same meaning wherever they appear in bold capital letters in this Section

#### **BUSINESS INTERRUPTION**

Loss resulting from interruption of or interference with the **BUSINESS** carried on by the **INSURED** at the **PREMISES** or any **VENUE** as a result of **DAMAGE** to property used by the **INSURED** at the **PREMISES** or any **VENUE** 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**

#### **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

#### **TERRITORIAL LIMITS**

England Scotland and Wales

#### **COVER**

The cover provided under Section 1 Property Section 3 Money and Section 7 Buildings where operative is extended to include **DAMAGE** to **PROPERTY MONEY** and **BUILDINGS** caused by **TERRORISM** within the **TERRITORIAL LIMITS** and occurring during the Period of Insurance provided that this Section is shown as operative on the Schedule

All losses arising within 72 hours caused by **TERRORISM** during the Period of Insurance will be treated as one loss and the **INSURED** 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

#### **SPECIAL EXCLUSIONS**

- (1) The **COMPANY** will not pay for any loss 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 the property of the **INSURED** 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**
- 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 SYSTEM** and

- (ii) comprises the cost of reinstatement replacement or repair in respect of **DAMAGE** to **PROPERTY** or **BUILDINGS**

However under (1) (b) (i) and (ii) above the **COMPANY** will not pay for any loss 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 (iii) below the following property is specifically excluded from the cover provided under (1) (b) (i) and (ii)

- (a) **MONEY** including 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 whatever 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) The **COMPANY** will not pay for any loss 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
- (3) The **COMPANY** will not pay for **BUSINESS INTERRUPTION** or any loss directly or indirectly caused by or resulting from loss destruction or damage to any
- (a) property outside the **TERRITORIAL LIMITS** or 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
  - (d) property which at the time of **DAMAGE** is insured by or would but for the existence of this Policy be insured by any transit aviation or marine policy or policies
  - (e) property covered by a motor policy (other than a motor trade policy except for property covered under the road risks section of such policy)

#### **CONDITIONS PRECEDENT TO LIABILITY**

The **Insured** must comply with the following conditions to have the full protection of this Policy  
Conditions may specify circumstances whereby non-compliance will mean that the **INSURED** will not receive payment for a claim

However the **INSURED** will be covered and the **COMPANY** will pay the **INSURED'S** claim if the **INSURED** is 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**

The **COMPANY'S** liability under this extension for all losses from any one event and in total in any one Period of Insurance will not exceed

- (a) the total sums insured under Section 1 Property Section 3 Money and Section 7 Buildings or
- (b) for each item its individual sum insured or
- (c) any other limit of liability

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 the **COMPANY** states that any claim is not covered by this extension it will be the **INSURED'S** responsibility to prove that it is covered

## **PAGES 54-57 – GENERAL CONDITIONS**

General Condition 16. Warranties is replaced by 16. Sanctions as follows:

### **16. SANCTIONS**

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of this Policy that the **COMPANY** 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 the **COMPANY**, or the **COMPANY'S** 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.

General Condition 22. Duty of Fair Presentation is added as follows:

### **22. DUTY OF FAIR PRESENTATION**

The **INSURED** has a duty to make a fair presentation of the risk which they 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 the **INSURED** does not comply with this condition then

- (a) If the failure to make a fair presentation of the risk is deliberate or reckless the **COMPANY** can elect to make this Policy void and keep the premium. This means treating the Policy as if it had not existed and that the **COMPANY** will not return the premiums paid or
- (b) If the failure to make a fair presentation of the risk is not deliberate or reckless and the **COMPANY** would not have provided cover had the **INSURED** made a fair presentation then they can elect to make this Policy void and return the premiums paid or
- (c) If the failure to make a fair presentation of the risk is not deliberate or reckless and the **COMPANY** would have issued cover on different terms had a fair presentation of the risk been made then they can
  - (i) reduce proportionately any amount paid or payable in respect of a claim under this Policy using the following formula. The **COMPANY** will divide the premium actually charged by the premium which they would have charged had the **INSURED** 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 the **COMPANY** would have imposed had a fair presentation been made
- (d) Where the **COMPANY** elects to apply one of the above then
  - (i) if they elect to make this Policy void this will be from the inception date of this Policy or the date of variation or from the date of renewal
  - (ii) they will apply the formula calculated by reference to the premium that would have been charged to claims from the inception date of this Policy or the date of variation or from the date of renewal
  - (iii) they will treat this Policy as having different terms imposed from the inception date of this Policy or the date of variation or from the date of renewaldepending on when the failure to make a fair presentation occurs.

## **PAGES 58-59 – GENERAL EXCLUSIONS**

These changes apply to the General Exclusions shown in the policy wording or by endorsement to the Schedule.

General Exclusions 1. Nuclear Risks and 11. Terrorism are replaced by the following:

The **COMPANY** will not be liable for

### **1. NUCLEAR RISKS**

claims 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

For Employers' Liability Insurance under Section 2 Legal Liability this General Exclusion will only apply to

- (i) the liability of any person or corporate body for whom the **INSURED** undertakes work under a contract or agreement in the course of the **BUSINESS**
- (ii) liability assumed under the terms of a contract or agreement where liability would not have attached in the absence of such contract or agreement.

The **COMPANY** will not be liable for

### **11. TERRORISM**

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**

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 the **COMPANY** alleges that by reason of the provisions of this exclusion any claim is not covered by this Policy it will be the responsibility of the **INSURED** to prove that it is covered

This Exclusion does not apply to

- (i) Section 2 Legal Liability
- (ii) Section 8 Terrorism (if operative)

General Exclusions 13. Communicable Disease and 14. Electronic Risks are added as follows:

The **COMPANY** will not be liable for

### **13. COMMUNICABLE DISEASE**

any loss or damage to property 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 directly caused by or arising from any of the **DEFINED PERILS**
- (ii) Section 2 Legal Liability
- (iii) Section 8 Terrorism (if operative)
- (iv) Section 4 Personal Accident

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

The **COMPANY** will not be liable for

#### **14. ELECTRONIC RISKS**

any loss or damage to property **INJURY** liability or cost or expense of whatsoever nature 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 the property of the **INSURED** or not where such loss is directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from **VIRUS OR SIMILAR MECHANISM HACKING PHISHING or DENIAL OF SERVICE ATTACK**

The **COMPANY** will cover subsequent **DAMAGE** which itself results from a **DEFINED PERIL** not otherwise excluded except for **DAMAGE** caused by malicious persons other than thieves

This Exclusion does not apply to Section 2 Legal Liability

#### **PAGE 60 – REGULATORY INFORMATION**

The Insurer details are replaced by the following:

Underwritten 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.

Underwritten 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.

Arranged by

**Lloyd & Whyte Ltd** trading as Noda Insurance, a trading style used under licence from the National Operatic and Dramatic Association

Registered address Affinity House, Bindon Road, Taunton TA2 6AA.

Registered in England and Wales No 03686765

Lloyd & Whyte Ltd is authorised and regulated by the Financial Conduct Authority, Financial Services Register No 306077.