

Heritage Combined Insurance Policy Schedule



Reason for Issue	New Business
Date of Issue	16th August 2024
Policy Type	Heritage Combined Insurance Policy
Policy Number	UN/9944550
Period of Insurance	1st September 2024 to 30th September 2024
Insured	Owners of properties taking part in Open Doors 2024 as lodged with the Company
Business Description	Organisers of Open Doors in Wales 2024
Correspondence Address	Golley Slater Wharton Place 13 Wharton Street Cardiff Glamorgan CF10 1GS United Kingdom
Premium	£2,000.00
Insurance Premium Tax	£240.00 @ 12.00%
Total	£2,240.00

This schedule gives details of your premium and identifies the sections of the policy document that you have chosen for your policy.

Please read this schedule alongside your Heritage Combined Insurance policy document. You should tell your broker if you want to make any changes. They will be able to tell you whether the changes affect your renewal.

If you need a copy of the policy document, please contact your broker.

Premises and policy sections included

For full details of the cover provided, please see the sections on the following pages of this schedule.

Insured premises	Policy section
	Section 1 Property damage Section 2 Fine art and collections Section 3 Equipment breakdown
General Cover	Section 4 Business interruption Section 5 Goods in transit Section 6 Money with assault extension Section 7 Personal accident Section 8 Loss of registration/licence Section 9 Liabilities Section 10 Trustees' and management liability Section 11 Fidelity Section 12 Terrorism Section 13 Contractors' plant - hired in

Policy clauses

CC230 Infectious or Communicable Disease Exclusion
CC291 Cyber Loss Limited Exclusion Clause (Property)
CC256 Cyber exclusion
CC239 Food Poisoning defective sanitation vermin or murder or suicide extension
CC309 Commercial Cyber Liability clause
CC320 Cyber Exclusion (Trustees' and Management liability)
CC390 Prevention of Access – non-damage
CC391 Failure of Supply amendment

Cover for the following premises:

Section 1: Property damage

Section does not apply

Section 2: Fine art and collections

Section does not apply

Section 3: Equipment breakdown

Section does not apply

General Cover

The cover provided here applies on a general basis (excluding any premises where this section is more specifically insured).

Section 4: Business interruption

Section does not apply

Section 5: Goods in transit

Section does not apply

Section 6: Money with assault extension

Section does not apply

Section 7: Personal accident

Section does not apply

Section 8: Loss of registration/licence

Section does not apply

Section 9: Liabilities

Cover 1: Employers' liability

Section does not apply

Cover 2: Public and products liability

Section applies

Cover	Limit of indemnity	Third party property damage excess
Public Liability	£5,000,000	£250
Products Liability	£5,000,000	N/A

Liabilities clauses

Section 10: Trustees' and management liability

Section does not apply

Section 11: Fidelity

Section does not apply

Section 12: Terrorism

Section does not apply

Section 13: Contractors' plant – hired in

Section does not apply

Policy clauses

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CC230 Infectious or Communicable Disease Exclusion

Definition applicable to this exclusion

INFECTIOUS OR COMMUNICABLE DISEASE means any disease pandemic or epidemic including but not limited to any

- virus
- bacterium
- parasite
- other organism or infectious matter
- any mutation or variation to any of the above

whether

- living or dead
 - natural or artificial
 - officially declared an epidemic or pandemic or not
- transmitted by any direct or indirect means (whether asymptomatic or not)

This policy does not cover loss damage liability cost expense or any other sum of whatsoever nature directly or indirectly caused by resulting from arising out of or related to or contributed to by

1) any INFECTIOUS OR COMMUNICABLE DISEASE including but not limited to

- a. the fear of a threat (whether actual or perceived) from an INFECTIOUS OR COMMUNICABLE DISEASE
- b. contamination or fear of contamination (whether actual or perceived) of property by an INFECTIOUS OR COMMUNICABLE DISEASE

but this shall not exclude direct physical loss or physical damage to insured property at the PREMISES occurring during the Period of insurance resulting directly or indirectly from or caused by a peril otherwise insured by this policy

2) any action taken or failure to take action to prevent control or respond to any INFECTIOUS OR COMMUNICABLE DISEASE

Provided that

- i. this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- ii. in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision
- iii. where WE apply this exclusion the burden of proving the contrary rests with the INSURED
- iv. this exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below

- a. Employers' Liability
- b. Public Liability
- c. Medical Malpractice
- d. Reputational Risks
- e. Professional Indemnity
- f. Governors' Trustees' and Management Liability

- g. Directors & Officers Liability
- h. Personal Accident
- i. Legal Expenses
- j. Travel
- k. Terrorism

EXPLANATORY NOTE: NOT FORMING PART OF YOUR POLICY

When property insurance policies were developed computer and cyber risks were rare or did not exist; therefore, no specific exclusionary language was necessary at that time. As computer technology has evolved, allied with the growth of the internet and connectivity, exposure to cyber events has increased significantly. As cyber risks have not been insured by standard property insurances, premiums have never included such cyber risks. To cater for these new risks specific Cyber insurance covers (via a specific policy or section within a policy) have been developed, which may be purchased separately.

Following improved clarity and contract certainty in the reinsurance market as regards cyber risks, we are providing similar clarification under your policy through the following clause (which does form part of your policy).

ENDORSEMENT FORMING PART OF YOUR POLICY

The following endorsement is applied to your policy and overrides any existing Electronic risks exclusion applicable to the relevant sections

CC291 Cyber Loss Limited Exclusion Clause (Property)

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy excludes all loss damage liability cost or expense of whatsoever nature directly or indirectly caused by contributed to by or resulting from arising out of or in any connection with

1.1. any unauthorised access to or loss of alteration of or damage to or a reduction in the functionality availability or operation of a COMPUTER SYSTEM or any unauthorised access to or modification of DATA

Notwithstanding the provisions of this sub-paragraph 1.1. and subject to all other terms and conditions and exclusions contained in this policy this policy will provide cover for physical loss of or physical damage to property insured under this policy (not including DATA) and any TIME ELEMENT LOSS directly resulting therefrom where such physical loss or physical damage is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy

- (i) Fire lightning or explosion
- (ii) Impact by aircraft or vehicle or animal or falling objects
- (iii) Wind storm hail tornado cyclone hurricane earthquake volcano tsunami flood freeze or weight of snow
- (iv) Escape of water or oil
- (v) Riot or civil commotion
- (vi) Subsidence heave or landslip
- (vii) Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss
- (viii) Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage
- (ix) Accidental damage to insured property caused by persons physically present at both the time and location of such damage

1.2. any loss of use reduction in functionality repair replacement restoration or reproduction of any DATA including any amount pertaining to the value of such DATA

Notwithstanding the provisions of this sub-paragraph 1.2. in the event that hardware or the data storage device of a COMPUTER SYSTEM insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph 1.1. above which results in damage to, or loss of DATA stored on that hardware or the data storage device then the damage to or loss of such DATA shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost DATA under this Policy shall be limited to the cost of reproducing DATA provided that such costs are otherwise indemnifiable under this policy

Such costs shall include all reasonable and necessary expenses incurred in re-creating gathering and assembling such DATA but shall not include the value of the DATA whether to the Insured or any other party even if such DATA cannot be recreated gathered or assembled

1.3. any

- (i) Unauthorised appropriation of DATA
- (ii) Unauthorised transmission of DATA to any Third Party
- (iii) Misrepresentation or use or mis-use of DATA
- (iv) Operator error in respect of DATA

1.4. any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs 1.2. – 1.3. above

1.5 any action taken or failure to take action to prevent control limit or respond to anything described in sub-paragraphs 1.1. – 1.4. above

Definitions specific to this exclusion

COMPUTER SYSTEM means any 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

DATA means 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

TIME ELEMENT LOSS means business interruption contingent business interruption or any other consequential losses

This exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below

- a. Employers' Liability
- b. Public Liability
- c. Medical Malpractice
- d. Reputational Risks
- e. Professional Indemnity
- f. Governors' Trustees' and Management Liability
- g. Directors & Officers Liability
- h. Personal Accident
- i. Legal Expenses
- j. Travel

- k. Terrorism
- l. Cyber
- m. Equipment Breakdown

CC256 Cyber exclusion

Applicable to the Equipment breakdown section of the policy

Definitions

The following definition is added

CYBER EVENT

means

- (a) a failure of electronic equipment to correctly recognise process or store any data
- (b) a hostile malicious illegal or transgressive act committed through electronic systems including but not limited to
 - (i) a virus (a program code programming instruction or any set of instructions intended to damage interfere with or have a negative effect on computer programs data or operations)
 - (ii) hacking (unauthorised access to any computer or other electronic equipment)
 - (iii) a denial of service attack (any actions or instructions intended to damage interfere with or affect the availability or performance of networks network services network connectivity or telecommunication systems)

The Breakdown definition is deleted and replaced with the following

BREAKDOWN

means

- (a) the actual breaking failure distortion or burning out of any part of the COVERED EQUIPMENT whilst in ordinary use arising from defects in the COVERED EQUIPMENT causing its sudden stoppage and necessitating repair or replacement before it can resume work
- (b) fracturing of any part of the COVERED EQUIPMENT by frost when such fracture renders the COVERED EQUIPMENT inoperative
- (c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary
- (d) ELECTRONIC DERANGEMENT

The following Electronic derangement definition is added

This replaces any existing definition of Derangement and or Electronic derangement

ELECTRONIC DERANGEMENT

means malfunction of the COMPUTER EQUIPMENT or electronic circuitry controlling or operating the COVERED EQUIPMENT that is not accompanied by visible DAMAGE and requires replacement of one or more insured components of the COVERED EQUIPMENT in order to restore it to its normal operation

Excluding

- (a) the rebooting reloading or updating of software or firmware

- (b) the incompatibility of COVERED EQUIPMENT with any software or equipment installed introduced or networked within the previous 30 days
- (c) the COVERED EQUIPMENT being of insufficient size specification or capacity
- (d) loss or DAMAGE caused by a CYBER EVENT

Exclusions

The following amendments are made to the exclusions

Any exclusion relating to damage to data or damage caused by transmission or impact of any virus or damage caused by failure of a system is deleted

The following exclusions are added

any loss or DAMAGE caused by a CYBER EVENT

any loss of or DAMAGE to data or MEDIA caused by

- (a) programming error or programming limitation
- (b) loss of data (other than as specifically provided for under any Reinstatement of Data and Computer Increased Costs of Working extension of cover)
- (c) loss of access
- (d) loss of use
- (e) loss of functionality

Extensions

Any extension of the Equipment breakdown section that provides cover for Reinstatement of Data and or Computer Increased Costs of Working is deleted and replaced with the following

Reinstatement of data and Computer Increased Costs of Working

(A) Unless otherwise excluded WE will pay the costs YOU incur in reinstating data that is lost or damaged as a consequence of an ACCIDENT to COVERED EQUIPMENT

Providing that

- (i) OUR liability is limited solely to the cost of reinstating data onto MEDIA
- (ii) WE shall not be liable for loss or damage to software

Limit

£50,000 any one ACCIDENT

(B) In addition WE will pay costs necessarily and reasonably incurred by YOU for the sole purpose of avoiding or diminishing the resulting interruption or interference to YOUR computer operations

Limit

£50,000 any one ACCIDENT

CC239 Food Poisoning defective sanitation vermin or murder or suicide extension

Business Interruption - Removal of Specified diseases cover - applicable to any section of the policy covering business interruption loss of income loss of revenue consequential loss or rental income

Any extension that provides cover for specified diseases murder suicide food poisoning defective sanitation & vermin is deleted and replaced with the following

Food poisoning defective sanitation vermin murder or suicide extension

The prevention or restriction of access to or closure of the PREMISES on the order or advice of the Police Environmental Health or other similar enforcement agency as a direct consequence of

- a. any injury or illness sustained by any person arising from or traceable to food or drink poisoning which is directly traceable to food or drink provided at the PREMISES
- b. any accident causing defects in drains or other sanitary arrangements at the PREMISES
- c. any discovery of vermin at the PREMISES
- d. murder rape or suicide at the PREMISES

Provided that

- WE shall only be liable for the loss arising at premises YOU occupy and which are directly affected by the occurrence discovery or accident
- Extensions which deem DAMAGE at other locations to be DAMAGE at the PREMISES shall not apply to this cover

Excluding any costs incurred in the cleaning repair replacement recall or checking of property
Limit

OUR liability under this extension in respect of any one occurrence discovery or accident shall not exceed the lesser of £250,000 or 25% of

- a. the sum insured by the items or
- b. the limit of OUR liability by the items if the declaration-linked basis applies

The maximum indemnity period for this extension will not exceed three months beginning from the date on which the restrictions on the PREMISES are applied

CC309 Commercial Cyber Liability clause

The following amendments apply to the Liabilities section of the policy

Definitions

The definitions of Data and Property are deleted and replaced with the following

DATA

means 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

PROPERTY

means material property

The following definitions are added

CYBER ACT

means 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

means

- 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 or

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

COMPUTER SYSTEM

means any 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

Cyber exclusion

The following exclusion applies

No indemnity will be provided in respect of 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 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 regardless of any other cause or event contributing concurrently or in any other sequence thereto

This exclusion will not apply to legal liability to pay damages and LEGAL COSTS resulting from

- i (i) statutory liability under the Employers' Liability cover
- ii (ii) liability caused by or arising out of a CYBER ACT or a CYBER INCIDENT that results in BODILY INJURY to third parties or physical damage to third party PROPERTY
- iii (iii) liability arising under the Data Protection extension
- iv

Any loss damage liability claim cost expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any loss of use reduction in functionality repair replacement restoration or reproduction of any DATA including any amount pertaining to the value of such DATA is not covered and is not considered as physical loss or damage for the purposes of this exclusion

Data Protection extension – amendment to limit

The following amendment is made to the Data Protection extension

The total amount WE will pay in respect of (a) is £1,000,000 any one claim and in the aggregate any one period of insurance and not as otherwise state

CC320 Cyber Exclusion (Trustees' and Management liability)

The following endorsement is added to Cover 2 of the Trustees' and management liabilities section of the policy

Cyber Exclusion

Exclusion (i) is deleted and replaced by the following
No indemnity will be provided in respect of

(a) 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 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 regardless of any other cause or event contributing concurrently or in any other sequence thereto

(b) any loss of use reduction in functionality repair replacement restoration or reproduction of any DATA including any amount pertaining to the value of such DATA

However this exclusion shall not apply to claims for legal liability under Cover 2(a) Trustees' and management liability arising from a WRONGFUL ACT of

- (a) any TRUSTEE when carrying out any duty as TRUSTEE or
- (b) any EMPLOYEE when acting on behalf of the TRUSTEE when carrying out any duty of the TRUSTEE

involving access to processing of use of or operation of any COMPUTER SYSTEM or DATA

Definitions specific to this endorsement

The following definitions are added

CYBER ACT

means 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

means

- (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 or
- (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

COMPUTER SYSTEM

means any 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

DATA

means 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

CC390 Prevention of Access – non-damage

Applicable to any section of the policy headed

- business interruption
- loss of income
- loss of revenue
- consequential loss
- rental income

Any cover (however titled) provided in respect of prevention denial or hinderance of access to or use of the PREMISES as a result of

- the action of government police emergency services or local authority or
- any other similar cover

not involving damage to property (whether the property of the INSURED or any other party) is deleted

This clause does not apply to more specific extension(s) or parts of extension(s) in respect of

- bomb scare or
- food poisoning defective sanitation vermin or murder or suicide'

CC391 Failure of Supply amendment

Applicable to any section of the policy headed

- business interruption
- loss of income
- loss of revenue
- consequential loss
- rental income

The following exclusion is added to the Failure of Supply extension
any loss resulting from DAMAGE to overhead cables unless occurring within 1 mile of the PREMISES

Glossary

Estimated

Estimated figures allow us to provisionally assess the premium we require. When the policy is renewed, you should tell us the actual figure so that we may make the necessary additional premium charge or refund and create a new estimate for the year ahead.

Day one items declared value

The declared value is the cost of rebuilding or replacing the property on the first day of the period of insurance. The policy schedule shows the value you have given us.

The declared value does not allow for future inflation. The sum insured shows the declared value increased by the percentage amount you have chosen as protection against inflation during the time it would take to rebuild or replace the property.

First loss items

First Loss items are those where a total loss is not expected. The amount we have agreed with you and the maximum likely loss following any one occurrence is shown under the sum insured. The full value represents the full reinstatement value.

Declaration-linked basis

The declaration-linked basis is a way of providing inflation protection for your sums insured. The premium and the sum insured are based on the estimates you have provided. At the end of each year, you provide us with declarations of your profits, and the sum insured and premium are adjusted in accordance with the declaration-linked basis special condition in the policy document.

Insured's own vehicles

These are vehicles operated by the Insured and declared to be in use for the transit of goods at any one time.

Excesses

The excess is the amount you would have to pay towards any loss.

Clauses

The clause records changes to the standard terms and conditions of the policy or relevant section. Wordings in capital letters are defined in the policy document.