



Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

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

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

Our promise to you

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

Steve Langan
Managing Director, Hiscox UK

Complaints procedure

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

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL

or by telephone on 01206 773705
or by email at customer.relations@hiscox.com.

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

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Asbestos risks	<ul style="list-style-type: none"> a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or b. exposure to asbestos, asbestos fibres or materials containing asbestos; or c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ul style="list-style-type: none"> a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above; c. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Programme	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ul style="list-style-type: none"> a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and c. <ul style="list-style-type: none"> i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or iv. creates a risk to health or safety of the public or a section of the public; or v. is designed to interfere with or to disrupt an electronic system.
Virus	Programmes that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

General terms and conditions

We / us / our The insurers named in the schedule.

You / your The insured named in the schedule.

Conditions precedent

General Conditions 2, 3 and 4 below, General Claims Condition 1 and the conditions shown in each section under the heading **Your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

General conditions

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

- Basis of insurance**
1. Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure **you** is incorporated into and forms the basis of this **policy**.
All facts and matters which might be relevant to **our** consideration of **your** proposal must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.
- Change of circumstances**
2. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy**. (A material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance.) **We** may then change the terms and conditions of this **policy**.
- Due diligence**
3. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair.
- Premium payment**
4. **We** will not make any payment under this **policy** unless **you** have paid the premium.
- Cancellation**
5. **You** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a pro rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under £10.
If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.
- Multiple insureds**
6. The most **we** will pay is the relevant amount shown in the schedule.
If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.
You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.
- Aggregate limit**
7. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.
If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.
- Rights of third parties**
8. **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

General terms and conditions

- Other insurance
9. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.
- Governing law
10. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.
- Arbitration
11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

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

- Your obligations
1. **We** will not make any payment under this **policy** unless **you**:
- give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
 - give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
 - make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
 - give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.
- Fraud
2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

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

Special definitions for this section

Advertising	Advertising, publicity or promotion in or of your products or services.
Business activity	The activities shown in the schedule, which you perform in the course of your business .
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Retroactive date	The date stated as the retroactive date in the schedule.
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your business activity or advertising on or after the retroactive date within the geographical limits, any party brings a claim against you for:</p> <ol style="list-style-type: none">negligence or breach of a duty of care;negligent misstatement or negligent misrepresentation;infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;defamation;dishonesty of your individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to you and under your supervision;negligence or breach of a duty of care in connection with the transmission of a computer virus or a denial of service attack;any other civil liability unless excluded under What is not covered below; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Sub-contractors or outsourcers	<p>We will indemnify you against any claim falling within the scope of What is covered, Claims against you, which is brought as a result of business activity undertaken on your behalf by any sub-contractor or outsourcer.</p>
Avoiding a potential claim against you	<p>If your client has reasonable grounds for being dissatisfied with the work you have done or which has been done on your behalf, refuses to pay for any or all of it, including amounts you legally owe to sub-contractors or outsourcers at the date of the refusal, and threatens to bring a claim against you for more than the amount owed, it may be possible to settle the dispute with the client by your agreeing not to press for the disputed amount. If so, we will pay you the amount owed to you at that time if we believe that this will avoid a legitimate claim for a greater amount and we have given our prior written approval to settling in this way and for this amount.</p> <p>Alternatively, if it is not possible to reach agreement with the client on this basis but we still believe that by not pressing for the disputed amount you will avoid a legitimate claim or counterclaim for a greater amount, we will pay the amount owed to you at that time. If a claim is still brought, we will deal with it but our total payment, including what we have already paid you or on your behalf, will not exceed the applicable limit of indemnity shown in the schedule. You must return the amount we have paid if you eventually recover the debt, less your reasonable expenses.</p>

Professional indemnity

Policy wording

Once **we** agree to make this payment **you** will assign to **us** such rights as **you** have in relation to the amounts owed to **you**.

We will not make any payment for any part of a claim not covered by this section.

Your own losses

Dishonesty of your employees, sub-contractors and outsourcers

If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** discover a loss from the dishonesty of **your** employees, or sub-contractors or outsourcers directly contracted to **you** and under **your** supervision, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss provided that the loss was suffered on or after the **retroactive date**.

Loss of documents

If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your business activity** is lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount shown in the schedule.

Additional cover

Court attendance compensation

If any person within the definition of **you**, or any employee of **yours**, has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** the amount shown in the schedule as compensation for each day or part of a day that their attendance is required by **us**. The most **we** will pay for the total of all court attendances is the amount shown in the schedule.

What is not covered

Matters specific to your business

- A. **We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
1. any investment of, or direct advice on the investment of, client funds.
 2. any survey or valuation of physical property or any construction or erection work, other than heating, lighting, electrical, venting and other work normally undertaken by a building services engineer.
 3. any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or any breach of any legislation or regulation related to these activities.
 4. any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
 5. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
 6. the work of any personnel supplied by **you** to a client, unless **you** have breached a duty of care in supplying them.
 7. any computer **virus** that was not specifically targeted to **your** system.
 8. any liability under any contract which is greater than the liability **you** would have at law without the contract.
 9. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.

Matters insurable elsewhere

10. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer.
11. any discrimination, harassment or unfair treatment.
12. the death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
13. the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle.

Professional indemnity

Policy wording

	<p>14. the loss, damage or destruction of any tangible property:</p> <p>a. other than documents in your care, custody or control in connection with a business activity for a client; or</p> <p>b. unless arising directly from your breach of a duty of care in the performance of a business activity.</p> <p>This clause does not apply to your own loss under the Loss of documents cover in What is covered.</p>
	<p>15. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.</p>
	<p>16. the loss or distortion of any data held electronically.</p>
	<p>17. any personal liability incurred by a director or officer of yours when acting in that capacity or managing your business, or a breach of any fiduciary duty, other than when performing a business activity for a client, or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements.</p>
	<p>18. any supply, manufacture, sale, installation or maintenance of any product.</p>
Deliberate, reckless or dishonest acts	<p>19. any statement you knew, or ought reasonably to have known, was defamatory at the time of publication.</p> <p>20. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in What is covered, Claims against you, but we will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.</p>
Pre-existing problems	<p>21. any shortcoming in your work or your own loss which you knew about, or ought reasonably to have known about, before we agreed to insure you.</p>
Date recognition	<p>22. date recognition.</p>
War, terrorism and nuclear	<p>23. war, terrorism or nuclear risks.</p>
Asbestos	<p>24. asbestos risks.</p>
	<p>B. We will not make any payment for:</p>
Claims brought by a related party	<p>1. any claim brought by an insured within the definition of you or any party with a financial, executive or managerial interest in you, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third party directly arising out of the performance of your business activity.</p>
Restricted recovery rights	<p>2. that part of any claim where your right of recovery is restricted by any contract.</p>
Lost profit and VAT	<p>3. your lost profit, mark-up or liability for VAT or its equivalent.</p>
Trading losses	<p>4. any trading loss or trading liability including those arising from the loss of any client, account or business.</p>
Non-compensatory payments	<p>5. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.</p>
Claims outside the applicable courts	<p>6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

How much we will pay

We will pay up to the overall limit of indemnity for this section shown in the schedule unless limited below or otherwise in the schedule. **We** will also pay for **defence costs**. However, if a payment greater than the applicable limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the relevant **excess** shown in the schedule.

When **we** settle a loss under **Your own losses**, Dishonesty of your employees, sub-contractors and outsourcers, **we** will deduct any sums **you** owe or the value of any property **you** hold belonging to the perpetrator.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes such claims and losses arising after, as well as during, the **period of insurance**.

Special limits

Aggregate limit for dishonesty, physical damage and injury

For **your** own losses arising from the dishonesty of **your** employees, sub-contractors and outsourcers and for claims brought against **you** arising from dishonesty of **your** partners, directors, employees, subcontractors or outsourcers and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone, the most **we** will pay is a single limit of indemnity for the total of all such losses and claims and their **defence costs**. The most **we** will pay for the total of **your** own losses arising from the dishonesty of **your** employees, sub-contractors and outsourcers is further limited to the amount shown in the schedule, which amount is included within the overall aggregate limit stated in this paragraph and not in addition to it.

You must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

At any stage of a claim **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for that claim or its **defence costs**.

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of a shortcoming in any work for a client which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
 - b. any claim or threatened claim against **you**;
 - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee, sub-contractor or outsourcer has acted dishonestly.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Control of defence

This is a duty to defend section. This means that **we** have the right and duty to defend **you** against any claim or part of a claim brought against **you** which is covered by this section and which **we** consider **you** have reasonable prospects of successfully defending.

If **we** do not consider that **you** have reasonable prospects of defending a claim or part of a claim **we** have the right but not the obligation to take control of and conduct in **your** name, the investigation, settlement or defence of the claim or part of the claim. Proceedings will only be defended taking into account the commercial considerations of the costs of defence. **We** may request that an opinion be obtained from a mutually agreed Queen's Counsel, or equivalent in a different jurisdiction, as to the prospects of **you** successfully defending a claim or part of a claim. Such opinion shall be binding on **you** and **us**. The costs of obtaining such opinion shall be met by **us**.

Appointment of legal representation

If a covered or partially covered claim is brought against **you**, then **we** have the right to appoint suitably qualified legal representation to defend **you**. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval.

Partially covered claims

If a claim which is only partially covered by this section is brought against **you**, amounts relating to the non-covered parts of the claim will be deducted from **our** final settlement. **We** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If **you** and **we** cannot agree on a fair allocation, **you** and **we** agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.

Payment of full limit of indemnity

We have no duty to defend **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity.

Payment of excess

Our duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

The general terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Computer system	Your own computer network, including any third party software programs.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Hacker	Anyone who specifically and maliciously targets you and gains access to the website via the internet or other external electronic link, solely by circumventing electronically the security systems in place to protect against such access. A hacker does not include: <ol style="list-style-type: none">any director or partner of yours or any sub-contractor, self-employed freelancer or third party on your premises without permission;anyone who gains access directly through either any computer, computer system or network of yours or the physical possession of any password or other security code.
Website	Any website(s), intranet or extranet where you have full control over the content and which you run for the promotion of your own business .
You / your	Also includes any person who was, is or during the period of insurance becomes your partner or director or officer or senior manager in actual control of your operations

What is covered

Claims against you	If during the period of insurance , and as a result of your business, any party brings a claim against you arising from: <ol style="list-style-type: none">the content of your email, intranet, extranet or website (including its domain name, metatags and hyperlinks and the marketing and advertising of your business on the website), including alterations or additions made by a hacker, but not connected with any professional business activity for a client, and due to: <ol style="list-style-type: none">your infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;any defamatory statement on your website or in your email, including any defamatory statement concerning a client or business competitor of yours;your breach of confidence or infringement of any right to privacy;your negligent transmission of a computer virus, worm, logic bomb or Trojan horse to anyone with whom you do business or who uses your website in the course of their business,your unauthorised collection or misuse of any data concerning any customer or potential customer of yours which is either confidential or subject to statutory restrictions on its use and which you obtained through the internet or extranet or website and hold electronically,a third party's good faith reliance on a hacker's fraudulent use of your encrypted electronic signature, encrypted electronic certificate, email or website where there was a clear intention to cause you loss or obtain a personal gain for the hacker, <p>we will indemnify you against the sums you have to pay as compensation. We will also pay defence costs, but we will not pay costs for any part of a claim not covered by this section.</p>
Your losses from vandalism	If, during the period of insurance , a hacker damages, destroys or alters your website or computer system , we will pay the reasonable and necessary costs and expenses you incur with our prior written consent to repair or replace the affected part of the website or computer system to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before it was damaged, destroyed or altered.

If, during the **period of insurance**, a **hacker** threatens to damage **your website** in a way which would be covered by this section, **we** will indemnify **you** against the ransom paid with our prior written consent or, if the demand is for goods or services, their market value at the time of surrender. **We** will only indemnify **you** in this way if **you** can demonstrate to **us** that the ransom has been surrendered under duress and that before agreeing to its payment **you** took all reasonable efforts to determine that the threat was genuine and not a hoax and to ensure that at least one of **your** senior officers agreed to the ransom's payment.

If a claim arises from the cover provided in either of the two immediately preceding paragraphs **we** will also pay any advertising or publicity expenses reasonably and necessarily incurred, and with our prior permission, in contacting any people who attempted to use the **website** while it was damaged, destroyed or altered.

What is not covered

Matters specific to your business

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. any **virus**, worm, logic bomb or Trojan horse written or created by **you**, **your** employee or any self-employed freelancer directly contracted to **you** and under **your** supervision.
 2. any **virus**, worm, logic bomb or Trojan horse which indiscriminately replicates itself and is automatically disseminated on a global or national scale, or to an identifiable class or sector of users, unless specifically passed on to **you** by a **hacker** of **your website** or **computer system**.
 3. the infringement of any patent.
 4. any unauthorised or fraudulent use of any credit, debit, charge or store card.
 5. the use or provision of any games, or any gaming, gambling, lottery or auctioneering facilities or services.
 6. the failure or interruption of the service provided by an internet service provider or any telecommunications or other utility provider.
 7. any pornographic, sexually explicit or obscene material unless arising directly from the activities of a **hacker**.
 8. any defamatory statement concerning any partner, director or employee of **yours** or a self-employed freelancer directly contracted to **you** and under **your** supervision.
 9. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
 10. any data or software unique to your company

Matters insurable elsewhere

11. the death or any bodily or mental injury or disease suffered by anyone.
12. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
13. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
14. **your** supply, manufacture, sale, installation or maintenance of any product.

Deliberate, reckless or dishonest acts

15. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
16. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.

Date recognition.

17. **date recognition**.

War, terrorism and nuclear

18. **war, terrorism or nuclear risks**

Pre-existing problems

- B. **We** will not make any payment for:
1. any claim, potential claim or loss or payment which could be made under this section which **you** knew about, or ought reasonably to have known about, before **we** agreed to insure **you**.

Non-compensatory payments	<p>2. fines and contractual penalties, punitive or exemplary damages.</p> <p>3. any trading loss or trading liability including those arising from the loss of any client, account or business.</p>
Claims outside the applicable courts	<p>4. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

How much we will pay

The most **we** will pay for the total of all claims, their **defence costs** and **your** own losses is the limit of indemnity shown in the schedule irrespective of the number of claims or losses. However, the most **we** will pay for **your** own losses from vandalism, including any advertising or publicity expenses, is the amount shown in the schedule. This does not increase the limit of indemnity. **You** must pay the relevant **excess** shown in the schedule.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes such claims and losses arising after, as well as during, the **period of insurance**.

Paying out the limit of indemnity

At any stage **we** can pay **you** the limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any claim, **defence costs** or loss.

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of any matter which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance.
 - b. any claim or threatened claim against **you**.
 - c. **your** first awareness of any fraud, threatened fraud or suspicion of fraud involving **your website**, electronic signature or electronic mail.
 - d. any damage, destruction or alteration to **your website** or **computer system**.
 - e. **your** first awareness of any threat to damage **your website**.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment without **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.
3. if **you** do not inform the police of any ransom demand as soon as is practicable.

Computer systems protection and back-ups

We will not make any payment under this section if **you** have failed to:

- a. take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to **your computer system**, network, electronic link or **website**;
- b. make back-up copies of any data, file or program at reasonably frequent intervals;
- c. cancel any user name, password or other security protection after **you** knew or had reasonable grounds to suspect that it had been made available to any unauthorised person.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Please read the schedule to see whether Breach costs, Cyber business interruption, Hacker damage, Cyber extortion, Privacy protection or Media liability are covered by this section.

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

Special definitions for this section

Advertising	Advertising, publicity or promotion in or of your products or services, including online.
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Breach	<ol style="list-style-type: none">1. The unauthorised acquisition, access, use or disclosure of, or the loss or theft of personal data, which compromises the security or privacy of that information such that it poses a significant risk of financial harm to the data subject; or2. any unauthorised acquisition, access, use or disclosure of personal data which triggers your obligations under any statute, law or regulation to make any notification of such unauthorised acquisition, access, use or disclosure.
Breach forensic costs	Following a possible breach , the costs you incur for computer forensic analysis conducted by outside forensic experts to confirm the breach and identify the affected data subjects , as well as outside legal fees necessary for the preservation of the lawyer-client privilege of forensic reports and findings.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding or any assertion of liability or any written demand for financial compensation or injunctive relief first made against you within the applicable courts .
Cloud provider	Any entity providing hardware or software services to you over the internet, including the provision of software as a service, infrastructure as a service or platform as a service.
Computer system	Any computer network, hardware, software, information technology and communications system, including any email, intranet, extranet or website.
Credit monitoring costs	Following a breach , the costs you incur to provide one year of credit monitoring services or other credit protection services to each affected data subject . Such services must be redeemed by the data subject within 12 months of the data subject first being offered such services.
Data subject	Any natural person who is the subject of personal data .
Defence costs	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim , but not including any overhead costs, general business expenses, salaries or wages incurred by you or any other person or entity entitled to coverage under this section.
Employee	Any individual performing employment duties solely on your behalf in the ordinary course of your business and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform such duties. You and your independent contractors will not be treated as employees under this section.
Hacker	Anyone, including an employee of yours , who maliciously targets you and gains unauthorised access to or unauthorised use of your computer system or data held electronically by you or on your behalf, solely by circumventing electronically the security systems in place to protect against such unauthorised access or unauthorised use.
Illegal threat	Any threat from a third-party to: <ol style="list-style-type: none">a. damage, destroy or corrupt your computer system, programmes or data you hold electronically, or any programmes or data for which you are responsible, including by specifically introducing a virus; orb. disseminate, divulge or use any electronically held commercial information which:<ol style="list-style-type: none">i. you are responsible for;

- ii. is not in the public domain; and
- iii. will cause commercial harm if made public;

following any unauthorised external electronic access by that third-party.

Income	The total income from your business .
Increased costs of working	The reasonable and necessary costs and expenses incurred by you for the sole purpose of minimising the reduction in income from your business during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period, in months, beginning at the date the interruption to your business commences and lasting for the period during which your income is affected as a result of such interruption, but for no longer than the number of months shown in the schedule.
Loss	Any financial harm caused to your business .
PCI charges	Any charges, fines, penalties, levies, costs, expenses, assessments, contractual damages or imposition of liabilities of any nature arising as a direct result of your failure to comply with PCI DSS due to a breach , including any sums in relation to card reissuance or fraudulent transactions.
PCI DSS	Payment Card Industry Data Security Standard.
Personal data	Any non-public individually identifiable information about a data subject , including but not limited to such information protected by the Data Protection Act 1998 or any similar or successor legislation.
Privacy forensic costs	Following a claim under What is covered, Claims against you , Privacy protection, the reasonable and necessary costs incurred by you with our prior written consent for forensic services conducted by outside forensic experts to defend a claim .
Privacy investigation	Any official examination, official enquiry or official investigation brought against you based on the same allegations as a claim under What is covered, Claims against you , Privacy protection a. i., ii., or iv., conducted by any regulator, government department or other body legally empowered.
Privacy investigation costs	All reasonable and necessary lawyers' and experts' fees and legal costs, including privacy forensic costs , incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a privacy investigation , but not including any overhead costs, general business expenses, salaries or wages incurred by you or any other person or entity entitled to coverage under this section.
Regulatory award	Following a privacy investigation , any civil or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages, including but not limited to those imposed by any national, federal, state or local governmental body or any licensing organisation, if insurable in the jurisdiction where such award was first ordered, but not including PCI charges .
Retroactive date	The date stated as the retroactive date in the schedule. For any subsidiary , the retroactive date shall mean the later of the retroactive date shown in the schedule and the date you first took control of such entity, unless otherwise agreed by us in writing.
Subsidiary	An entity that has been identified in your proposal for this policy and of which you own more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the period of insurance .
Time excess	The period shown in the schedule as the time excess, being the period immediately following an interruption during which no cover is provided under What is covered, Your own losses , Cyber business interruption.
You/your	Also includes: <ul style="list-style-type: none">1. any person who was, is or during the period of insurance becomes your partner, director, trustee, in-house counsel or senior manager in actual control of your operations;2. any subsidiary.

What is covered

Your own losses

1. Breach costs

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date**, **you** discover or suspect a **breach** has occurred, **we** will pay all reasonable and necessary:

 - a. **breach forensic costs**;
 - b. outside legal fees **you** incur in managing **your** response to the **breach**;
 - c. costs **you** incur to notify each affected **data subject** of the **breach**;
 - d. costs **you** incur to notify any regulatory body, including the Information Commissioner's Office, of the **breach** where **you** are required by any law or regulation to do so;
 - e. costs **you** incur to use a third-party call centre to answer enquiries from affected **data subjects** following notification of the **breach** to such **data subjects**; and
 - f. **credit monitoring costs**;

incurred with **our** prior written agreement.
- Breach by suppliers

We will indemnify **you** against any **loss** falling within the scope of **What is covered**, **Your own losses**, Breach costs, which arises as a result of any **breach** caused by a supplier of **yours**.
2. Cyber business interruption

We will insure **you** for **your** loss of **income**, including where caused by damage to **your** reputation, and any **increased costs of working**, resulting solely and directly from an interruption to **your business** commencing during the **period of insurance** and lasting longer than the **time excess**, due to:

 - a. the activities of a third-party who specifically targets **you** alone by maliciously blocking electronically the access to **your computer system, programmes** or data **you** hold electronically; or
 - b. a **hacker** who specifically targets **you** alone.
3. Hacker damage

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date**, **you** discover a **loss** caused by a **hacker**:

 - a. damaging, destroying, altering, corrupting, or misusing **your computer system, programmes** or data **you** hold electronically, or any **programmes** or data for which **you** are responsible; or
 - b. copying or stealing any **programme** or data **you** hold electronically or for which **you** are responsible;

we will pay all the reasonable and necessary expenses incurred with **our** prior written consent in replacing or repairing **your computer system, programmes** or data **you** hold electronically to the same standard and with the same contents before it was damaged, destroyed, altered, corrupted, copied, stolen or misused.
4. Cyber extortion

If during the **period of insurance**, and in the course of **your business** or **advertising**, **you** receive an **illegal threat**, **we** will pay the cost of any ransom demand from the third-party or, if the demand is for goods or services, their market value at the time of the surrender, provided that **you** can demonstrate to **us** that:

 - a. the ransom was paid, or the goods or services were surrendered, under duress;
 - b. before agreeing to the payment of the ransom or the surrender of goods or services, **you** made all reasonable efforts to determine that the **illegal threat** was genuine and not a hoax; and
 - c. an individual within the definition of **you** agreed to the payment of the ransom or the surrender of the goods or services.

We will also pay:

 1. the fees of **our** appointed consultant, incurred by **you** with **our** prior written consent, for advising **you** on the handling and negotiation of the ransom demand; and
 2. the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.

Claims against you

5. Privacy protection

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date** within the **geographical limits**:

- a. any party brings a **claim** against **you** for **your** actual or alleged:
 - i. breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for **personal data**;
 - ii. breach of duty to maintain the security or confidentiality of **personal data**;
 - iii. breach of any duty of confidence, including in respect of any commercial information; or
 - iv. breach of any contractual duty to maintain the security or confidentiality of **personal data**, including under a payment card processing agreement with any bank or payment processor or under **your** public facing privacy policy; or
- b. **you** are the subject of a **privacy investigation**;

we will pay:

1. the amount agreed by **you** and **us** through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a **claim** or the amount to satisfy a judgment or arbitration award against **you**;
2. any **regulatory award**;
3. **PCI charges**; and
4. **privacy forensic costs, privacy investigation costs and defence costs.**

6. Media liability

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date** within the **geographical limits**, any party brings a **claim** against **you** for any actual or alleged:

- a. infringement of any intellectual property rights;
- b. defamation, including libel, slander, trade libel, product disparagement or malicious falsehood; or
- c. negligent transmission of a **virus**;

which directly arises from the content of **your** email, intranet, extranet or website, including alterations or additions made by a **hacker**, **we** will indemnify **you** against the amount agreed by **you** and **us** through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a **claim** or the amount to satisfy a judgment or arbitration award against **you**, including any judgment or award ordering **you** to pay claimants' lawyers' fees and costs.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

What is not covered

A.	We will not make any payment for any claim or part of a claim (including defence costs) or any loss, breach, privacy investigation, illegal threat or interruption directly or indirectly due to:
Breach of professional duty	1. any claim under What is covered, Claims against you , Privacy protection made by any individual or entity to whom or which you have provided professional advice or services.
Failure by service providers	2. any failure or interruption of service provided by an internet service provider, telecommunications provider, cloud provider but not including the hosting of hardware and software that you own, or other utility provider. This exclusion does not apply: <ol style="list-style-type: none"> a. where you provide such services as part of your business; b. to What is covered, Your own losses, Breach costs, Breach by suppliers.
Intellectual property	3. any actual or alleged loss, theft or infringement of intellectual property. However, this does not apply to any claim under What is covered, Claims against you , Media liability.
Patent or trade secret	4. any actual or alleged infringement, use, misappropriation or disclosure of a patent or

Hack by director or partner	5.	trade secret. any individual hacker within the definition of you .
Destruction of tangible property	6.	any loss, theft, damage, destruction or loss of use of any tangible property. However, this exclusion does not apply to data.
Bodily injury	7.	any death or bodily injury or disease suffered or alleged to be suffered by anyone. However, this exclusion does not apply to any portion of a claim seeking damages for mental anguish or distress where such damages solely stem from a covered claim for defamation or breach of privacy.
Seizure and confiscation	8.	any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority, or any order by such authority to take down, deactivate or block access to your computer system .
War, terrorism and nuclear risks	9.	war, terrorism or nuclear risks .
Defamatory statements	10.	any statement you knew, or ought reasonably to have known, was defamatory at the time of publication.
Insolvency	11.	your insolvency or the insolvency of your suppliers or sub-contractors.
Pre-existing problems	12.	any matter that prior to the first date of the period of insurance you knew or reasonably ought to have known would be likely to lead to a claim, loss, breach, privacy investigation, illegal threat or interruption.
Dishonest and criminal acts	13.	any fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business, or any knowing or wilful violation of a law, whether committed by you or committed by another whose conduct or violation of the law you have ratified or actively condoned or any act you knew, or reasonably ought to have known at the time you performed it, would give rise to a claim, loss, breach, privacy investigation, illegal threat or interruption to your business . However, this exclusion will not apply unless: <ol style="list-style-type: none"> a. such conduct, wilful violation of the law or act has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding; or b. such conduct, wilful violation of the law or act has been established by your admission in a proceeding or otherwise; or c. you or we discover evidence of such conduct, wilful violation of the law or act; at which time you shall reimburse us for all payments made by us in connection with such conduct, wilful violation of the law or act and all of our duties in respect of that entire claim, loss, breach, privacy investigation, illegal threat or interruption shall cease.
Reckless conduct	14.	any conduct committed by you in reckless disregard of another person's or business' rights, but not in respect of a covered claim for defamation. B. We will not make any payment for:
Claims brought by a related party	1.	any claim brought by any person or entity within the definition of you or any party with a financial, executive or managerial interest in you , including any parent company or any party in which you have a financial, executive or managerial interest. However, this does not apply to a claim based on a liability to an independent third-party directly arising out of your business .
Media liability claims by employees	2.	any claim under What is covered, Claims against you , Media liability made by any person or entity that you currently employ or formerly employed, including but not limited to employees, freelancers, and independent contractors .
Fines, penalties and sanctions	3.	criminal, civil or regulatory sanctions, fines, penalties, disgorgement of profits, punitive damages, exemplary damages, treble damages or multiple damages which you are legally obliged to pay, including but not limited to those imposed by any national or local governmental body or any licensing organisation.

	<p>However, this does not apply to:</p> <ol style="list-style-type: none"> a. PCI charges; or b. regulatory awards if insurable in the jurisdiction where such award was first ordered.
Claims outside the applicable courts	<p>4. any claim brought outside the applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Credit monitoring costs	<p>5. credit monitoring costs unless:</p> <ol style="list-style-type: none"> a. arising from a breach of a data subject's National Insurance number, driver's licence number or other government issued identification number that can be used, in combination with other information, to open a new financial account; or b. you are required by any law or regulation to provide credit monitoring or credit protection services.
Non-specific privacy investigations	<p>6. any privacy investigation arising from any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of your industry which is not solely related to an alleged breach of privacy by you.</p>

How much we will pay

We will pay up to the overall limit of indemnity shown in the schedule for the total of all **claims, losses, breaches, privacy investigations, illegal threats** and interruptions, including all **defence costs, privacy forensic costs, privacy investigation costs** and **credit monitoring costs**, unless limited below or otherwise in the schedule. **You** must pay the relevant **excess** shown in the schedule.

In the event of more than one **claim, loss, breach, privacy investigation, illegal threat** or interruption arising from the same original cause or a single source, **you** will only be liable to pay one **excess**, being the highest applicable **excess** shown on the schedule.

Any amounts to be paid by **us** shall not include or be calculated based on any of **your** overhead expenses, **your** liability for debt, taxes, lost costs or profits, salaries or wages ordinarily incurred in the performance of **your business**, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving **your** security or performing audits.

Cyber business interruption

Following a covered interruption, **we** will pay the difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the interruption, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working**.

You must bear the **time excess** in respect of each covered interruption.

Special limits

Regulatory awards

The most **we** will pay for the total of all **regulatory awards** is the amount shown in the schedule. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

PCI charges

The most **we** will pay for the total of all **PCI charges** is the amount shown in the schedule. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

Control of defence

Defence arrangements

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any **claim** or **privacy investigation**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim** or **privacy investigation**. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

We will not pay any **defence costs, privacy investigation costs, privacy forensic costs** or **credit monitoring costs** for any part of any **claim** or **privacy investigation** not covered by

Paying out the limit of indemnity

this section.

At any stage of a **claim, loss, breach, privacy investigation, illegal threat** or interruption, **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs, privacy forensic costs, privacy investigation costs** and **credit monitoring costs** already incurred at the date of **our** payment. **We** will then have no further liability for that **claim, loss, breach, privacy investigation, illegal threat** or interruption, including any **defence costs, privacy forensic costs, privacy investigation costs** or **credit monitoring costs**.

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly within the **period of insurance**, or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry, of **your** first awareness of:
 - a. any **claim, loss, breach, privacy investigation, illegal threat** or interruption; or
 - b. anything which is likely to give rise to a **claim, loss, breach, privacy investigation, illegal threat** or interruption.

If **we** accept **your** notification **we** will regard any subsequent **claim, loss, breach, privacy investigation** or interruption as notified to this insurance.

2. unless **you**:
 - a. inform, or allow **us** to inform, the appropriate law enforcement authorities where any **illegal threat** was made; and
 - b. keep **us** fully informed of all developments concerning any **illegal threat** or ransom demand.
3. if, when dealing with any client or third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.
4. if **you** fail to ensure that **our** rights of recovery against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts.

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

Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You / your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none"> bodily injury or property damage occurring during the period of insurance; personal injury or denial of access committed during the period of insurance, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners or any employee or spouse of such person against legal liability as a result of bodily injury, property damage or personal injury incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than</p> <ol style="list-style-type: none"> where indemnity arises out of the ownership or occupation of land or buildings; where indemnity is provided by any other insurance.
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p>

Public and products liability

Policy wording

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Cross liabilities If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

Criminal proceedings costs If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

Additional cover

Court attendance compensation If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. employees' or visitors' vehicles or effects while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
 2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

 - a. any **tool of trade**;
 - b. the loading or unloading of any vehicle off the highway.
 3. **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.
 4.
 - a.
 - i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**, unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
 - b. any **pollution** occurring in the United States of America or Canada.
 5. transmission of a computer **virus**.
 6. designs, plans, specifications, formulae, directions or advice prepared or given by **you**.

Public and products liability

Policy wording

Your products	<p>7. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.</p> <p>8. a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;</p> <p>b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products.</p>
Inefficacy	9. inefficacy .
Deliberate or reckless acts	10. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	11. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	12. date recognition .
War, terrorism and nuclear	13. war, terrorism or nuclear risks .
Asbestos	14. asbestos risks .
	B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.
	This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against you resulting from work you undertake in any country outside the geographical limits .

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Special limits

Products	For claims arising from your products , the most we will pay is a single limit of indemnity for the total of all such claims. We will also pay for defence costs for those claims until the limit of indemnity has been exhausted. You must pay the relevant excess shown in the schedule.
Pollution	For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs , including any claims forming part of a series of other claims regarded as one claim under this section. The most we will pay for defence costs in relation to pollution claims is the amount shown in the schedule. You must pay the relevant excess shown in the schedule.

Public and products liability

Policy wording

Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs . You must pay the relevant excess shown in the schedule.				
Criminal proceedings costs	The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance .				
Court attendance compensation	<p>We will pay you the following compensation for each day, or part day:</p> <table border="0"> <tr> <td>1. You or your partner or director</td> <td style="text-align: right;">£250</td> </tr> <tr> <td>2. Any other employee</td> <td style="text-align: right;">£100</td> </tr> </table> <p>The most we will pay for the total of all court attendance compensation is £10,000.</p>	1. You or your partner or director	£250	2. Any other employee	£100
1. You or your partner or director	£250				
2. Any other employee	£100				
Paying out the limit of indemnity	At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs .				

Your obligations

If a problem arises	<p>We will not make any payment under this section:</p> <ol style="list-style-type: none"> 1. unless you notify us promptly of any claim or threatened claim against you. For claims arising out of bodily injury, you must notify us immediately and in any event within 7 days of a claim or anything which may give rise to a claim under this section. At our request, you must confirm the facts in writing within 30 days with as much information as is available. <ul style="list-style-type: none"> You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number: <ul style="list-style-type: none"> By email to: liability.claims@hiscox.com; or By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE. 2. unless you notify us as soon as practicable of: <ol style="list-style-type: none"> a. your discovery that products are defective; b. any threatened criminal action by any governmental, administrative or regulatory body. 3. if, when dealing with your client or a third party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. You must also not reveal the amount of cover available under this insurance, unless you had to give these details in negotiating a contract with your client or have our prior written agreement.
Correcting problems	We will not make any payment for products claims if you fail to take reasonable steps to remedy or rectify, at your expense, any defect or failure in the goods or services you have supplied to a client, customer or distributor.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

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

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	<p>Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Republic of Ireland working for you in connection with your business who is:</p> <ol style="list-style-type: none">employed by you under a contract of service or apprenticeship;hired to or borrowed by you;self-employed and working on a labour only basis under your control or supervision;engaged by labour only sub contractors;a labour master or a person supplied by him;engaged under a work experience or training scheme;a voluntary helper.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

What is covered

Claims against you	<p>If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you .
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none">has not, in our reasonable opinion, caused or contributed to the claim against them;accepts that we can control the claim's defence and settlement in accordance with the terms of this section;has not admitted liability or prejudiced the defence of the claim before we are notified of it;gives us the information and co-operation we reasonably require for dealing with the claim.

Unsatisfied court judgments	<p>If any employee obtains a judgment for damages following bodily injury against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than 6 months, we will pay to the employee at your request the amount of any unpaid damages and awarded costs provided that:</p> <ol style="list-style-type: none"> a. the bodily injury is caused during the period of insurance and arises out of and in the course of his or her employment in your business; and b. we would have covered your liability if you had caused the bodily injury; and c. there is no appeal outstanding; and d. the employee assigns his or her judgment to us.
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Additional cover

Court attendance compensation	<p>If any person within the definition of you has to attend court as a witness in connection with a claim against you covered under this section, we will pay you compensation for each day, or part of a day, that their attendance is required by our solicitor.</p>
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What is not covered

	<p>We will not make any payment for:</p> <ol style="list-style-type: none"> 1. Any claim or loss directly or indirectly due to: <ol style="list-style-type: none"> a. any act, breach or omission you deliberately or recklessly commit, condone or ignore. b. any bodily injury caused to any of your employees while they are offshore. An employee is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform. c. any bodily injury to any employee while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where you are entitled to indemnity from any other source. 2. Any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. <p style="margin-left: 20px;">This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Deliberate or reckless acts	
Offshore	
Road traffic legislation	
Claims outside the applicable courts	

How much we will pay

We will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

Special limits

Terrorism	<p>The most we will pay for claims and their defence costs arising from terrorism is the amount shown in the schedule. If we decide that this limit applies to a claim, it is your responsibility to prove that the claim does not arise from terrorism.</p>
Criminal proceedings costs	<p>We will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against you during the period of insurance.</p>
Court attendance compensation	<p>We will pay you the following compensation for each day, or part day:</p> <ol style="list-style-type: none"> 1. You or your partner or director £250 2. Any other employee £100 <p>The most we will pay for the total of all court attendance compensation is £10,000.</p>

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within 7 days of a claim or anything which may give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.
You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your policy** number:
By email to: liability.claims@hiscox.com
By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE
2. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your employee** or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.

**Special definitions
for all property
sections**

Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Breakdown	<ol style="list-style-type: none">1. Breaking, failure, distortion or burning out of any part of equipment or a computer whilst in ordinary use, arising from defects in the equipment or computers causing its sudden stoppage and necessitating repair or replacement before it can resume work; or2. fracturing of any part of equipment or a computer by frost which renders such equipment or computers inoperative; or3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.
Buildings	<p>The buildings, which belong to you or for which you are legally responsible, at the premises shown in the schedule, including:</p> <ol style="list-style-type: none">1. outbuildings and annexes;2. landlord's fixtures and fittings, fixed fuel tanks;3. walls, gates, fences, car parks, yards, private roads, pavements and paths at the premises;4. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains. <p>The land at the premises is not included within this definition.</p>
Business premises	The space you occupy at the premises shown in the schedule located in a building of standard construction unless otherwise notified to us and to which we have confirmed our agreement. This includes any outbuildings you occupy on the same premises.
Computers	Computers and ancillary equipment, which belong to you or for which you are legally responsible, including software and data carrying media but excluding data or information entered by you or on your behalf.
Damage	Accidental physical loss or physical damage.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or subsidence and any ensuing tsunami.
Equipment	<p>Equipment, which belongs to you or for which you are legally responsible:</p> <ol style="list-style-type: none">1. built to operate under vacuum or pressure, other than the weight of contents; or2. used for the generation, transmission or utilisation of energy. <p>Computers are not included in this definition.</p>
Explosion or collapse	<ol style="list-style-type: none">1. Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured equipment together with forcible ejection of the contents; or2. sudden and dangerous distortion of any part of the insured equipment caused by crushing stress by force of steam or other fluid pressure. <p>Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.</p>
Failure	<p>Damage caused by:</p> <ol style="list-style-type: none">1. electrical or mechanical breakdown, including rupture or bursting caused by centrifugal force; or2. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires; or

Property definitions (Office)

3. **explosion or collapse of equipment** owned or leased by **you** or under **your** control and operating under steam or other fluid pressure; or
4. any condition or event, not otherwise excluded by this section, occurring inside **equipment** operating under steam or other fluid pressure; or
5. any condition or event, not otherwise excluded by this section, occurring inside oil or water storage tanks, hot water boilers or other water heating equipment; or
6. operator error.

Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Identity fraud	Someone, or a group of people, knowingly using a means of identification belonging to you without your knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
Office	The office space you occupy at the premises shown in the schedule located in a building of standard construction unless otherwise notified to us and to which we have confirmed our agreement. The office includes any outbuildings and annexes you occupy on the same premises.
Production or process equipment	Any equipment which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such equipment and any other machine or apparatus used exclusively with such equipment .
Property	Tangible property.
Reconstitution of data	Reconstitution of the data you need to continue your business , if your electronic business records and electronic data have been lost or distorted.
Software	Programmes which run your computers , including both your own operating programmes and application programmes used in the course of your business .
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	Subsidence, landslip or heave.
Venue	The space you occupy at the premises shown in the schedule located in a building of standard construction unless otherwise notified to us and to which we have confirmed our agreement. This includes any outbuildings you occupy on the same premises.

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

**Special definitions
for this section**

Contents	<p>The contents of your office used in connection with the business which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none">computers;goods held in trust, stock and samples;works of art or precious metals;tenants improvements, decorations, fixtures and fittings and general contents including, if attached to the building, external signs, aerials and satellite dishes;pipes, ducting, cables, wires and associated control equipment within the business premises and extending to the public mains. <p>Money and personal effects are not included within this definition.</p>
Hacker	Anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data that you hold electronically.
Money	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to you .
Personal effects	Articles worn, used or carried about the person, excluding cash, bank and currency notes and jewellery.
Rent payable	Rent for the office that you must legally pay whilst the office or any part of it is unusable as a result of damage insured by this section.

What is covered	We will insure you against damage occurring during the period of insurance to contents contained in the office and any other items specified in the schedule.
Additional cover	The following are also provided up to the amount shown in the schedule:
Costs following glass breakage	<ol style="list-style-type: none">The necessary and reasonable costs you incur following breakage or scratching during the period of insurance of glass, which belongs to you or for which you are legally responsible, for:<ol style="list-style-type: none">temporary boarding up;repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;replacement lettering or other ornamental work and alarm foil on glass.
Additions to contents	<ol style="list-style-type: none">Damage occurring during the period of insurance to any additional contents, provided you tell us the additional values as soon as possible and pay the appropriate premium.
Money	<ol style="list-style-type: none">Damage occurring during the period of insurance to money held in connection with the business:<ol style="list-style-type: none">in the office while open for business;in the office in a locked safe;in transit within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland or whilst at the home of any partner, director or employee of yours in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

Property – Contents (Office) Policy wording

Identity fraud	4. The following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud occurring during the period of insurance : <ol style="list-style-type: none"> a. solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness your signature; b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies; c. fees charged when you re-apply for a commercial loan that was originally rejected.
Personal effects	5. Damage occurring in the office during the period of insurance to the personal effects of your employees or visitors to the office provided they are not insured elsewhere.
Reconstitution of electronic data	6. The reasonable cost of reconstitution of data as a direct result of damage covered under this section.
Reconstitution of other business documents	7. The reasonable costs of replacing or reconstituting your business documents that are not held electronically and which you need to continue your business , if such documents have been lost or destroyed as a direct result of damage covered under this section.
Lock replacement	8. The costs you incur to replace locks and keys necessary to maintain the security of your business premises or safes following theft of keys involving force and violence occurring during the period of insurance .
Building damage by theft	9. The cost of repairing damage occurring during the period of insurance to the office buildings caused by theft or attempted theft and for which you are legally liable.
Personal assault following robbery or attempted robbery	10. Compensation as shown in the schedule if any partner, director or employee of yours is physically injured in the course of your business in a robbery or attempted robbery occurring during the period of insurance either at the office or within the geographical limits and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the period of insurance .
Metered water and fuel	11. The cost that you incur for any metered water and fuel used at the business premises when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of damage occurring during the period of insurance to any storage tank, equipment or piping resulting from a cause not otherwise excluded.
Undamaged tenant's improvements	12. Tenant's improvements if your lease is cancelled by the lessor as a consequence of damage occurring during the period of insurance to the business premises , provided the cancellation is a valid condition of your lease and tenant's improvements are an insured item under this policy .
Contents temporarily elsewhere	13. Damage occurring during the period of insurance to contents , excluding laptops, mobile phones and other portable equipment, temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland, including whilst in transit.
Contents kept at home	14. Damage occurring during the period of insurance to contents used and kept at the home of any partner, director or employee of yours for the purposes of the business , provided the home is in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;

Property – Contents (Office) Policy wording

- e. theft from an unattended vehicle unless the item is out of sight in a locked boot;
 - f. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **office** is occupied and in use;
 - g. **date recognition**;
 - h. a **virus** or **hacker**.
2. **damage** to **property** being cleaned, worked on or maintained.
 3. **damage** to any **computers, equipment**, oil or water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
 4. loss or distortion of information resulting from error or malfunction of **computers**.
 5. the value to **you** of any lost or distorted information.
 6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
 7. unexplained loss or disappearance or inventory shortage.
 8. loss due to clerical or accounting errors.
 9. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
 10. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
 11. any indirect losses which result from the incident which caused **you** to claim.
 12. pollution or contamination except **damage** to insured **property** which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured **damage** covered under this section, or
 - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
 13.
 - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
 14. **war, confiscation** and **nuclear risks**.
 15. the amount of the **excess**.

How much we will pay

Repair and replacement

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

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

1. for **contents**, other than stock and samples or **personal effects**, the cost of repair or replacement as new;
2. for stock and samples other than second hand stock or goods held in trust, the cost of repair or replacement at the cost price to **you**;
3. for second hand stock, other than goods held in trust, the cost of repair or replacement at the trade market value;
4. for goods held in trust, the lesser of:
 - i. **your** liability in respect of the goods held in trust; or
 - ii. the cost of repair or replacement at the trade market value of such goods;
5. for **personal effects**, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.

Property – Contents (Office)

Policy wording

Debris removal	We will pay the necessary and reasonable costs and expenses you incur to remove debris of contents from the premises or the area immediately adjacent, following damage insured by this section.
Under insurance	If, at the time of damage , the amount insured is less than 85% of the total value of the contents , the amount we pay will be reduced in the same proportion as the under insurance.
Index linking	The amount insured for contents will be adjusted monthly in line with any increase in nationally published indices. We will not reduce the amount insured without your consent.
Personal assault following robbery or attempted robbery	We will not pay compensation under more than one heading in the schedule for the same injury.
Pairs and sets	If any contents which have an increased value because they form part of a pair or set are damaged any payment we make will take account of the increased value.
Other interests	Any payment we make will take into account the interest of any party having an insurable interest in the contents insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you notify us promptly of any damage which might be covered.</p> <p>You must report to the police, as soon as reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.</p> <p>You must arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.</p>	
Backing up electronic data	We will not make any payment for the costs of reconstitution of data unless you take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the office .	
Protections	We will not make any payment under this section unless all fire alarms, security systems and physical protections notified to us are in full operation whenever the office is left unattended. You must also advise us as soon as reasonably possible if for any reason a system is not working properly. We may then vary the terms and conditions of this policy . All systems must be regularly serviced under contract by a reputable company at least annually.	
Unoccupancy	You must tell us immediately if the office , including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. If you do not, we will not make any payment for damage occurring while the buildings are unoccupied. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.	
Building works	If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings and the estimated cost is more than £75,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may then amend the terms of this policy . If you do not tell us about such work, we may not pay for any damage directly or indirectly caused by or resulting from the building works.	You do not have to tell us if the work is for redecoration only.

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

Special definitions for this section

Hacker	Anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data that you hold electronically.
Personal effects	Articles worn, used or carried about the person.
Portable equipment	Portable equipment used in connection with your business which belongs to you or for which you are legally responsible, including: <ol style="list-style-type: none">1. computers including laptops and tablets;2. mobile phones;3. television and video equipment;4. tools;5. accessories associated with any of the above;6. goods held in trust.

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to **portable equipment** within the **geographical limits**.

Additional cover

The following are also provided up to the amount shown in the schedule:

Reconstitution of electronic data	1. the reasonable costs of reconstituting the data you need to continue your business , if your electronic business records and electronic data have been lost or distorted as a direct result of damage covered under this section.
Additions to portable equipment	2. damage occurring during the period of insurance to any additional portable equipment , provided you tell us the additional values as soon as possible and pay the appropriate premium.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation or any gradually operating cause;
 - b. theft or attempted theft from an unattended vehicle unless the item is out of sight in a locked boot or locked storage compartment;
 - c. a **virus** or **hacker**;
 - d. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire.
2. **damage** to **portable equipment** away from the **business premises** unless the **portable equipment** is in **your** care, custody, or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or premises.
3. **damage** to **portable equipment** being cleaned, worked on or maintained.
4. **damage** to any **portable equipment** directly resulting from its own **failure**.
5. **damage** to **personal effects**.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. loss or distortion of information resulting from error or malfunction of **portable equipment**.
8. the value to **you** of any lost or distorted information.

Property – portable equipment

Policy wording

9. unexplained loss or disappearance.
10. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
11.
 - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
12. any indirect losses which result from the incident which caused **you** to claim.
13. **war, confiscation and nuclear risks.**
14. the amount of the **excess**.

How much we will pay

Repair and replacement	<p>We will pay up to the amount insured shown in the schedule unless limited below or in the schedule.</p> <p>At our option we will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"> 1. for portable equipment the cost of repair or replacement as new; 2. for goods held in trust, the lesser of: <ol style="list-style-type: none"> i. your liability in respect of the goods held in trust; ii. the cost of repair or replacement at the trade market value of such goods.
Under insurance	<p>If, at the time of damage, the amount insured is less than 85% of the total value of the portable equipment, the amount we pay will be reduced in the same proportion as the under insurance.</p>
Other interests	<p>Any payment we make will take into account the interest of any party having an insurable interest in the portable equipment insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.</p>

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you notify us promptly of any damage which might be covered.</p> <p>You must report to the police or relevant local authority, as soon as reasonably possible, any damage arising from theft, attempted theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.</p> <p>You must arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged portable equipment. We will tell you if we want to do this.</p>
Backing-up electronic data	<p>We will not make any payment for reconstitution of electronic data unless you take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the business premises.</p>

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

Special definitions for this section

Bail costs	Costs incurred with our prior written agreement to pay for a bond or other financial instrument to guarantee an insured person's bail or equivalent in any other jurisdiction.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding made against an insured person seeking monetary damages or other legal relief alleging a wrongful act .
Crisis containment costs	Costs incurred in utilising the services of Chelgate Limited following a claim to prevent, limit or mitigate the actual or anticipated adverse or negative publicity or media attention of you .
Defence costs	Costs incurred with our prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any claim made against an insured person or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any claim .
Employee	Any person under a contract of service with you or any person directly engaged by you with or without payment including any volunteer solely whilst under your control in connection with your business .
Employment claim	A claim by any employee for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, invasion of privacy or any other claim as a result of the employment or non-employment by you of any current, former or potential employee .
Health and safety/ manslaughter claim	Any claim against any insured person alleging involuntary, constructive or gross negligence manslaughter or any claim under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction.
Extradition proceeding	Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals.
Insured person	<ol style="list-style-type: none"> 1. any natural person who was, is or during the period of insurance becomes a trustee, committee member, volunteer, director or officer of you. 2. any de facto director whilst acting in such capacity for you. 3. any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction. 4. any employee of you. 5. the lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a claim against that person. 6. the estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person. <p>Insured person does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.</p>
Investigation	<p>An official examination, official enquiry or official investigation into you or any insured person conducted by any regulator, government department or other body legally empowered.</p> <p>Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation which is not solely related to your or any insured person's conduct.</p>
Legal representation costs	Reasonable and necessary legal costs, fees, charges and expenses for which any insured person is legally liable, incurred with our prior written consent (not including remuneration of any insured person or other additional costs of yours) for legal representation directly in relation to an investigation .

Clubs and associations - Trustees and individual liability

Policy wording

Loss	<p>The amount any insured person becomes legally liable to pay in respect of a claim including defence costs, legal representation costs, awards of damages (including punitive and exemplary damages where legally permissible), awards of costs, settlements with our prior written agreement (which shall not be unreasonably withheld).</p> <p>Loss does not include:</p> <ol style="list-style-type: none">any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits;punitive and exemplary damages in relation to an employment claim;the multiplied portion of any damages award unless awarded for defamation.
Pollutant	<p>Any contaminant, irritant or other substance, including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).</p>
Pollution	<p>Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any pollutant.</p>
Retired trustee	<p>Any insured person no longer acting in such capacity</p>
Subsidiary	<p>Any entity in which you:</p> <ol style="list-style-type: none">own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; orcontrol a majority of its voting rights under a written agreement with other shareholders or members. <p>If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim against you or an insured person arising from a wrongful act or employment practice wrongful act committed before it ceased to be a subsidiary.</p>
Wrongful act	<p>Any actual or alleged act, error or omission committed or attempted by an insured person arising from the performance of the insured person's duties in their capacity as your trustee, committee member, volunteer, director, officer or employee including:</p> <ol style="list-style-type: none">breach of any duty, including fiduciary or statutory duty;breach of trust;negligence, negligent misstatement, misleading statement or negligent misrepresentation;defamation;wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation);breach of warranty of authority;any other act, error or omission attempted or allegedly committed or attempted by an insured person solely because of their status as a director, officer or employee of you.
You / your	<p>Also includes any subsidiary, and any subsidiary created or acquired during the period of insurance provided that the newly created or acquired subsidiary:</p> <ol style="list-style-type: none">is not domiciled in the United States of America;does not trade any of its securities on any United States of America exchange; <p>but only for a claim against an insured person arising from a wrongful act committed after the date of creation or acquisition of such subsidiary.</p> <p>If you require cover for any newly created or acquired subsidiaries which do not fall within the above parameters, we will consider providing cover subject to you providing all appropriate information. We shall be entitled to amend the terms and conditions of this section during the period of insurance and may charge a reasonable additional premium.</p>

What is covered

Claims against an insured person	We will pay on behalf of any insured person the loss arising from a claim first made during the period of insurance against any insured person for any wrongful act within the geographical limits.
'Not for profit' body reimbursement	We will pay on your behalf the loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a claim first made during the period of insurance against an insured person for a wrongful act within the geographical limits. You must pay the relevant excess (if any) shown in the schedule. If you are permitted or obliged to provide such payment but fail to do so for any reason other than your insolvency, we will pay the amount of the claim less the relevant excess regardless of whether you advanced payment or indemnified an insured person for such loss.
Employment claims	We will pay on behalf of an insured person the loss arising from an employment claim first made against an insured person during the period of insurance brought by a current, former or potential employee of yours. This cover does not apply if the insured person is covered under the employment practices liability section of this policy.
Extradition proceedings	We will pay on your behalf the loss arising from any extradition proceeding against any insured person during the period of insurance.
Health and safety/ manslaughter	We will pay on your behalf loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a health & safety/ manslaughter claim (or equivalent legislation in any other jurisdiction) against an insured person for a wrongful act within the geographical limits. You must pay the relevant excess shown in the schedule. This cover will only apply excess of any other insurance and indemnification available from any other source.
Pension/employee benefit schemes claims	We will pay on your behalf loss in respect of a claim arising from an insured person's operation or administration of any pension or employee benefit scheme or trust fund.
Pollution claims	We will pay on your behalf loss in respect of a claim arising from pollution.
Representation costs	a. We will pay on behalf of any insured person the legal representation costs arising from an investigation where you or an insured person's attendance is required first notified as being required during the period of insurance, b. We will pay on your behalf the legal representation costs arising from an investigation where an insured person's attendance is required which you are legally obliged or permitted to pay on behalf of the insured person first notified as being required during the period of insurance.
Bail costs	We will pay on behalf of any insured person bail costs arising from a claim against an insured person for a wrongful act within the geographical limits. The limit provided under this cover shall be 10% of the total limit shown on the schedule or £250,000 whichever is the lesser. This limit shall form part of the total aggregate limit for this section shown in the schedule.
Crisis containment costs	We will pay on behalf of any insured person the crisis containment costs arising from a claim. The limit provided under this cover shall be limited to a maximum of £25,000 per policy. This limit shall be in addition to the total aggregate limit for this section shown in the schedule. For the avoidance of doubt, should the Professional and legal liability section of this policy also be effected, only one crisis containment costs limit shall apply.

What is not covered

Deliberate or dishonest acts	<p>A. We will not make any payment for any claim, loss or investigation:</p> <p>1. based upon, attributable to or arising out of:</p> <ul style="list-style-type: none"> i. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any insured person; ii. an act intended to secure or which does secure a personal profit or advantage to which any insured person was not legally entitled. iii. an act intended to secure or which does secure a profit for any other company where an insured person is a director, officer or employee of such company. <p>This exclusion will only apply after a judgment or other final adjudication or an admission by an insured person that such act did occur.</p>
Prior claims, investigations and circumstances	<p>2. based upon, attributable to or arising out of any claim, investigation or circumstance which you were aware of, or that has been reported under any policy existing or expired, prior to the start of the period of insurance.</p>
Prior litigation	<p>3. based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an insured person or you initiated prior to the date shown under the prior and pending litigation date in the schedule.</p>
Defined benefit pension schemes	<p>4. based upon, attributable to or arising out of an insured person's operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.</p>
Claims in the United States of America	<p>5. based upon, attributable to or arising out of any wrongful act committed or attempted in the United States of America.</p>
Bodily injury or property damage	<p>6. based upon, attributable to or arising from or mental or emotional distress (except an employment claim), sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property unless arising directly from any designs, plans, specifications, formulae, directions or advice prepared or given by you.</p> <p>This exclusion shall not apply to any health and safety/manslaughter claim. This cover will only apply excess of any other insurance and indemnification available from any other source.</p>
Takeovers and mergers	<p>7. based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person after you merge or consolidate with another company.</p> <p>In the event of a subsidiary ceasing during the period of insurance to be a subsidiary cover under this section shall be amended to apply solely to loss arising out of any claim for a wrongful act committed by an insured person prior to the effective date of sale or dissolution.</p>

Special conditions

General terms

The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each **insured person** and to **you**, except for General condition 3. Premium payment, which applies only to **you**.

General condition 1, paragraph 2, shall not apply to this section. Under this section only **we** waive **our** right to rescind the **policy** on the grounds of non-disclosure or mis-representation.

General condition 5. Cancellation will only apply to this section at the end of the **period of insurance** or anniversary date whichever comes first.

You agree to act on behalf of all the **insured persons** as regards paying the premium and giving or receiving notice of all matters relevant to this section.

Clubs and associations - Trustees and individual liability

Policy wording

Information provided by
an Insured person

All information which any **insured person** provides before **we** agreed to insure **you** will be considered as a separate application for each **insured person** and as such the knowledge of or any statement made by an **insured person** will not be imputed to any other **insured person** for the purposes of determining whether cover is available for any **claim** against such other **insured person**.

Extended notification period

If **we** or **you** refuse to renew this section of the **policy** for any reason other than non-payment of premium, **you** may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If **you** do so, the first paragraph of item 1 under **Your Obligations** will then be amended to:

We will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 12 months after it expires:

This extended notification period is only available if:

- a. **we** receive **your** written notice of purchase and **your** premium within 30 days following the end of the **period of insurance**; and
- b. this section of the **policy** is not replaced or succeeded by any other policy providing directors' and officers' liability cover; and
- c. at the end of the **period of insurance**, **you** have not merged or consolidated with another company.

If **we** offer renewal terms, conditions, limits of liability or premium different from those of the expiring policy, this does not constitute a refusal to renew.

The entire premium for this section is considered fully earned at the beginning of the extended notification period. **We** will not refund any premium to **you** if **you** cancel the extended notification period before it ends.

The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.

You will not have the right to purchase an extended notification period if **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital or if cover under this section is continued solely as a result of the Retired trustees special condition.

Takeovers and mergers
extended notification period

In the event that **you** merge or consolidate with another company during the period of insurance you may on payment of an additional premium of 200% of the annual section premium request that this section continue in force for a period of 72 months from the expiry date of the current period of insurance, provided that such extension shall only apply to claims arising from any wrongful act committed or alleged prior to the date of such takeover or merger.

The extended notification period and retired trustees special condition shall not apply to any such extension.

Retired trustees

In the event that **you** do not renew or replace this section of the **policy**, and only in respect of any **insured person** who retires prior to the date of non-renewal for reasons other than disqualification from holding such a position, this section shall continue in force for a period of 120 months from the date of non renewal (the 'run-off period'), provided that:

- a. this section shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of retirement of the **insured person**;
- b. the run-off period shall run concurrently with any extended notification period;
- c. no similar insurance is effected elsewhere.

Additional defence costs

In the event that the limit of indemnity is exhausted **we** will provide an additional limit of indemnity of £250,000 in the aggregate, provided that the **insured person** has not been the subject of a previous **claim** for a **wrongful act** or series of **wrongful acts** that led to the exhaustion of the limit of indemnity.

This limit applies to the payment of **defence costs** only.

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

Each **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation expenses** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

You must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

At any stage of a **claim**, **we** can pay the **insured person** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim** or **loss**.

Your obligations

Notification

1. **We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 45 days after it expires:
 - a. The **insured person's** first awareness of any **wrongful act**.
If **we** accept the **insured person's** notification **we** will regard any subsequent **claim** as notified to this insurance.
 - b. Any **claim** or threatened **claim** against the **insured person** or the **insured person's** lawful spouse, civil or unmarried partner of any person.
 - c. Any **investigation** into **you**.
 - d. The start of any disqualification proceedings against any **insured person**.
 - e. Any threat to start proceedings against any **insured person** for pollution.
2. **You** may notify **us** of any circumstance **you** reasonably expect to give rise to a **claim** giving reasons for such expectation and including full particulars as to the dates and persons involved.
3. If any **insured person** prior to the **period of insurance** had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**, that **insured person** will have no cover under this section.

Control of defence and payment of a claim

You and any **insured person** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** and the **insured person** should not do anything which may prejudice **our** position.

Any **insured person** may with **our** prior written approval appoint legal representation. However, where a **claim** is made against more than one **insured person** the same legal representative should be used unless there is a material conflict of interest between **insured persons**.

If it is not possible to obtain **our** consent prior to incurring **defence costs** we will give retrospective consent provided our consent is obtained within 14 days of first incurrence of such **defence costs**.

We shall have the right to participate fully in the defence of any **claim** including negotiation of any settlement. **We** shall have the right to defend any **claim** brought by **you**.

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on **us** and **you** and any **insured person** and will establish whether policy cover exists, defence of said **claim** will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.



Clubs and associations - Trustees and individual liability

Policy wording

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** and/or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section, and/or is also made against **you** and any other person who is not an **insured person**, **we, you** and the **insured person** shall use **our** best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

Crisis containment costs contact details

24 hour crisis line: Telephone 0207 9397 999

Main contacts – Terence Fane-Saunders/James Darley

Chelgate can also be contacted at: No 1 Tanner Street, London, SE1 3LE

Tel: 020 7939 7939

Fax: 020 7939 7938

Email: hiscox@chelgate.com

Web: www.chelgate.com

You will be asked to provide **your policy** number and to confirm that a **claim** has been notified to **us**.

PERSONAL ACCIDENT AND ILLNESS

The General Terms and Conditions and the following terms and conditions all apply to this section.

SPECIAL DEFINITIONS FOR THIS SECTION

Accidental bodily injury	An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the operative time and which results in the insured person's death or disablement within 24 calendar months of the date of the accident.
Aircraft accumulation limit	The maximum amount we will pay in all under this and any other personal accident insurance issued by us in your name in respect of all insured persons in the same aircraft.
Annual salary	The total gross basic annual salary, excluding payments for overtime, commission or bonus, payable by you to the insured person at the date they sustain accidental bodily injury or contract an illness .
Illness	An illness which first declares itself during the operative time and which results in the insured person's disablement within 12 calendar months from the time it first declares itself.
Inception	Start date of the period of insurance as shown in the schedule.
Insured person	Any person shown in the schedule except that: <ul style="list-style-type: none"> - a person over 70 years old at inception is not an insured person for the purposes of the cover for accidental bodily injury; and - a person over 60 years old at inception is not an insured person for the purposes of the cover for illness.
Loss of eye	Permanent and total loss of sight in an eye.
Loss of hearing	Permanent and total loss of hearing.
Loss of limb	Loss by physical separation of an arm, hand, or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.
Loss of speech	Permanent and total loss of speech.
Medical expenses	The cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under this section.
Operative time	The time during the period of insurance when the insured person is covered under this section, as shown in the schedule.
Permanent total disablement	Disablement which totally prevents the insured person from working in their usual occupation, which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.

SPECIAL
DEFINITIONS FOR
THIS SECTION

Permanent total disablement by paralysis	Disablement by paralysis which totally prevents the insured person from working in their usual occupation, which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.
Temporary partial disablement	Disablement which prevents the insured person from carrying out a substantial part of their usual occupation.
Temporary total disablement	Disablement which totally prevents the insured person carrying out all parts of their usual occupation.

WHAT IS
COVERED

We will pay **you** the appropriate benefit shown in the schedule if:

- a. the **insured person** suffers **accidental bodily injury**;
- b. the **insured person** contracts an **illness**;
- c. the **insured person** incurs **medical expenses** in connection with the **accidental bodily injury** or the **illness**.

WHAT IS NOT
COVERED

Hazardous pursuits

We will not make any payment for:

1. any injury sustained while taking part in:
 - a. the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition. Off piste skiing is only covered if the **insured person** is accompanied by a suitably experienced guide;
 - b. the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
 - i. holds the British Sub Aqua Club "Sports Diver" certificate or the Professional Association of Diving Instructors "Open Water" certificate and follows the relevant Club or Association rules and guidelines at all times; or
 - ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
 - c. potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which the **insured person** would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury;

WHAT IS NOT COVERED

Other exclusions

- d. armed forces activities including operations, exercises or training;
- e. flying as a pilot or any other aerial activities other than travel by air as a passenger.

- 2. any injury or illness resulting from:
 - a. any emotional or psychiatric disorder or condition;
 - b. the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their doctor and used properly);
 - c. the **insured person** committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
 - d. any criminal act by the **insured person**.
- 3. any injury or illness directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.
- 4. any illness resulting from pregnancy or any condition connected with pregnancy or childbirth.
- 5. any illness directly or indirectly arising from any physical defect, infirmity or medical condition known to the **insured person** at **inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before **inception**.

War and nuclear risks

- 6. any injury or illness directly or indirectly caused by **war** or **nuclear risks**.

**HOW MUCH WE
WILL PAY**

Payment of benefit

We will pay the appropriate benefit shown in the schedule, but **we** will not pay more than one of the benefits in respect of the same accident or in respect of the same **illness**. However, **we** will pay for temporary disablement prior to making any payment under the death or permanent disablement benefits.

We will not pay any benefit for either **loss of eyes** or **permanent total disablement by paralysis** resulting from an **illness** which causes the death of an **insured person** within 12 calendar months from the date that the **illness** first declares itself.

For **permanent total disablement** or **permanent total disablement by paralysis**, **we** will pay only when the disablement has lasted for 12 calendar months and at the end of that time is without prospect of improvement.

For temporary disablement benefits, **we** will pay:

- a. when the total amount on termination of any one period of disablement has been agreed, or
- b. at **your** request on completion of at least four weeks' disablement subject to satisfactory medical and other evidence that **we** may require.

We will not pay temporary disablement benefits for more than a total of:

- a. 104 weeks in connection with one injury;
- b. 52 weeks in connection with one **illness**.

**Payment of medical
expenses**

We will pay up to the amount shown in the schedule.

**YOUR
OBLIGATIONS**

If a problem arises

We will not make any payment under this section unless:

1. **you** notify Van Ameyde Wallis promptly of any injury or illness which might be covered under this section;
2. the **insured person** sees a suitably qualified medical practitioner as soon as possible after suffering injury or contracting an illness and follows any medical advice they are given.

If **we** consider it necessary, the **insured person** must allow a medical adviser chosen by **us** to examine them and to see all medical records.

CLAIMS

**Procedural conditions
for claims**

1. Written notice must be given to Van Ameyde & Wallis Limited as soon as practicable of any accident or illness which causes or may cause a claim to be made under this insurance. If disablement results or may result, the **insured person** must place themselves as early as possible under the care of a suitably qualified medical practitioner.
2. **All correspondence and supporting documentation in connection with claims should be sent to Van Ameyde & Wallis Limited, 34 The Mall, Bromley, Kent, BR1 1TS (telephone number 020 8466 6034), quoting the Hiscox policy number and the broker's name and reference.**

Crisis containment (Charity)

Policy wording

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

Special definitions for this section

Crisis	A time of severe difficulty in your activities or danger to your activities as a result of an insured event that could, if left unmanaged, cause adverse or negative publicity of or media attention to you or your activities .
Crisis containment costs	Costs incurred with our consent in utilising the services of the crisis containment provider to limit or mitigate the impact of a crisis .
Crisis containment provider	The person or company named in the schedule.
Insured event	An incident, act or problem that in your good faith opinion could potentially give rise to a covered claim being made by you under any other section of this policy .
Working hours	The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

What is covered

Crisis containment costs	We will pay crisis containment costs as a direct result of a crisis commencing during the period of insurance .
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What is not covered

We will not make any payment for:

1. **crisis containment costs** relating to any part of a claim not covered by this **policy**.
2. costs which are covered under any other section of this **policy**.
3. **crisis containment costs** which have not been approved in advance by **us** or, if applicable, the **crisis containment provider**.
4. any **crisis containment costs** directly or indirectly due to:
 - a. any incident, act, investigation or problem that affects the profession or industry in which **you** conduct **your activities**; or
 - b. governmental regulations which affect another country or the profession or industry in which **you** conduct **your activities**; or
 - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
 - d. socioeconomic changes or business trends which affect **your activities** or the profession or industry in which **you** conduct **your activities**.

How much we will pay

The most **we** will pay under this section is the single limit of indemnity shown in the schedule, irrespective of the number of **crises** or **insured events**.

Your obligations

If a crisis arises during working hours

We will not make any payment under this section unless **you** notify any **crisis** in accordance with either of the following:

1. If **you** first become aware of the **crisis** during **working hours** **you** must notify **us** of it immediately by phoning **us** on the number stated in the schedule.

We will then determine if the incident, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist **you** in the management of the **crisis**.

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section and no work will be carried out by the **crisis containment provider**.

You must give **us** any information which **we** may reasonably require and co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule.

You must give the **crisis containment provider** any information which they may reasonably require and co-operate fully with them in the management of the **crisis**. The **crisis containment provider** will then notify **us** of the **crisis** as soon as reasonably practicable.

The **crisis containment provider** is authorised by **us** to spend, at their discretion, up to the amount shown in the schedule in carrying out immediate work outside of **working hours** to limit or mitigate the impact of the **crisis**. Any such work done by the **crisis containment provider** will not be confirmation of cover under this **policy**.

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