



Hiscox Insurance
Your policy wording



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Hiscox Insurance

Policy wording

Introduction

Thank you for choosing Hiscox. We hope that the language and layout of this policy wording are clear because we want you to understand the insurance we provide as well as the responsibilities we have to each other. Where some words are shown in bold, these are defined in each section of the wording. Please read this document, including the policy schedule, policy summary and statement of fact, and let us know as soon as possible if any of the details are shown incorrectly.

We always try to deliver to the highest standards of service. Your views are important to us, so if you feel that our service is below the standard you would expect, please contact your broker who can work with Hiscox to resolve this.

Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

Please read this policy wording, together with any **endorsements** and **your** schedule, very carefully and keep them in a safe place. If anything is incorrect or changes, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised 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**.



Ben Horton

Executive Director, Hiscox Underwriting Ltd
Chief Underwriting Officer, 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
The Hiscox Building
Peasholme Green
York YO1 7PR
United Kingdom

or by telephone on +44 (0)800 116 4627 or +44 (0)1904 681 198
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 to review **your** case. This does not affect **your** legal rights.

Address:
Financial Ombudsman Service
Exchange Tower

London E14 9SR

Telephone: 0800 023 4567 or +44 20 7964 0500 from outside the United Kingdom

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

Website: www.financial-ombudsman.org.uk

If you contact them or us, please quote the policy number shown in your policy schedule.

General terms and conditions

General definitions	<p>We use some words throughout this policy with the same meaning wherever they appear. These are shown in bold type and we explain what they mean below.</p> <p>Any other definitions when used in particular sections of the policy are shown in bold and have the same meaning whenever they appear in that section. We explain what they mean in the ‘Special definitions’ section of that part of the policy.</p>
Artificial intelligence	<p>Any machine learning, logical, statistical or other algorithm in computer or digital technology that can:</p> <ol style="list-style-type: none">1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or2. adapt or vary its operation proactively, or in response to inputs.
Asbestos risks	<ol style="list-style-type: none">1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or2. exposure to asbestos, asbestos fibres or materials containing asbestos; or3. 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	<p>Your business or profession as shown in your schedule.</p>
Civil commotion	<p>Where 12 or more persons are present together, whether in a public or private place, with a common purpose (which may be inferred from conduct):</p> <ol style="list-style-type: none">1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or2. which causes a person of reasonable firmness, had such person been present at the scene, to fear for their safety. For the purposes of this definition, no person of reasonable firmness need actually be, or be likely to be, present at the scene.
Communicable disease	<p>Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.</p>
Computer or digital technology	<p>Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p>
Computer or digital technology error	<p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none">1. creation, handling, entry, modification or maintenance of; or2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, <p>any computer or digital technology.</p>
Confiscation	<p>Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.</p>
Cyber attack	<p>Any digital attack or interference, whether by a hacker or otherwise, attempting or resulting in:</p> <ol style="list-style-type: none">1. access to;2. extraction of information from;3. disruption of access to or the operation of; or4. damage to: <p>any data or computer or digital technology, including but not limited to any:</p> <ol style="list-style-type: none">a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; orb. denial of service attack or distributed denial of service attack.

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 your schedule.
Hacker	Any artificial intelligence , entity or person, including any employee of yours , who gains or attempts to gain unauthorised access to or use of any: <ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf.
Nuclear risks	<ol style="list-style-type: none"> 1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; 2. 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; 3. 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 your schedule.
Personal data	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
Policy	This insurance document and your schedule, including any endorsements .
Program(s)	Code or instructions which tell computer or digital technology how to process data or interact with ancillary equipment, systems or devices.
Social engineering communication	Any request directed to you or someone on your behalf by any artificial intelligence , entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.
Solar weather	Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.
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: <ol style="list-style-type: none"> 1. is committed for political, religious, ideological, racial or similar purposes; and 2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and <ol style="list-style-type: none"> a. involves violence against one or more persons; or b. involves damage to property; or c. endangers life other than that of the person committing the action; or d. creates a risk to health or safety of the public or a section of the public; or e. is designed to interfere with or to disrupt an electronic system.
War	War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in your schedule.
You/your	The insured named in the schedule.
General conditions	The following conditions apply to the whole of this policy . Any other conditions are shown in the section to which they apply.
Presentation of the risk	<ol style="list-style-type: none"> 1. In agreeing to insure you and in setting the terms and premium, we have relied on the information you have given us. You must provide a fair presentation of the risk and must take care when answering any questions we ask by ensuring that all information provided is true, accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which you (including your senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.

If you fail to make a fair presentation	<p>2. a. If we establish that you deliberately or recklessly failed to present the risk to us fairly, we may treat this policy as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us and we will be entitled to retain all premiums paid.</p> <p>b. If we establish that you failed to present the risk to us fairly but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you made a fair presentation of the risk, as follows:</p> <p>i. if we would not have provided this policy, we may treat it as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us. We will refund any premiums you have paid; or</p> <p>ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the period of insurance. This may result in us making no payment for a particular claim or loss. You must reimburse any payment made by us that we would not have paid if such terms had been in effect.</p>
Change of circumstances	<p>3. 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 or cancel it in accordance with the cancellation condition.</p>
If you fail to notify us of a change of circumstances	<p>4. a. If we establish that you deliberately or recklessly failed to:</p> <p>i. notify us of a change of circumstances which may materially affect the policy; or</p> <p>ii. comply with the obligation in 1. above to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances;</p> <p>we may treat this policy as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. You must reimburse all payments already made by us relating to claims made or losses occurring after such date. We will be entitled to retain all premiums paid.</p> <p>b. If we establish that you failed to notify us of a change of circumstances or to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances, but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you fairly presented the change of circumstances to us, as follows:</p> <p>i. if we would have cancelled this policy, we may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. You must reimburse any payments already made by us relating to claims made or losses occurring after such date. We will refund any premiums you have paid in respect of any period after the date when cancellation would have been effective; or</p> <p>ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the date when your circumstances changed. This may result in us making no payment for a particular claim or loss.</p>
Reasonable precautions	<p>5. 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. We will not make any payment under this policy in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.</p>
Premium payment	<p>6. We will not make any payment under this policy until you have paid the premium.</p>
Cancellation	<p>7. 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:</p> <p>a. under £20; or</p> <p>b. if we have accepted any notification of any claim, potential claim or loss before the cancellation takes effect.</p>

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	<p>8. The most we will pay is the relevant amount shown in your schedule.</p> <p>If more than one insured is named in your schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in your schedule, or if there is more than one insured named in your schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p>
Aggregate limit	<p>9. Where a section of this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under that section of your policy during the period of insurance.</p>
Rights of third parties	<p>10. 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.</p>
Other insurance	<p>11. 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.</p>
Cover under multiple sections	<p>12. Where you, including anyone within the meaning of 'you' or 'insured person' in any section of the policy, are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy, being the section that provides the most advantageous cover to you or the party entitled to cover.</p>
Governing law	<p>13. Unless some other law is agreed in writing, this policy will be governed by the laws of England.</p>
Arbitration	<p>14. 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.</p>
Non-admitted	<p>15. This policy is negotiated and made in the United Kingdom between you and us. We are authorised to conduct insurance business in the United Kingdom and in certain other jurisdictions. You acknowledge that no solicitation for the policy has been made by us outside of the United Kingdom, that unless otherwise agreed in writing the policy is subject to English Law and jurisdiction and that claims are payable in the United Kingdom. You acknowledge that any applicable local taxes outside of the United Kingdom, Channel Islands, Isle of Man, Gibraltar, the European Economic Area, or other jurisdiction in which we have informed you that we are authorised to conduct insurance business, will be paid by you directly to the appropriate authority.</p>
Several liability	<p>16. This clause applies if more than one insurer and/or a Lloyd's syndicate is party to this policy.</p> <p>The liability of an insurer or syndicate under this policy is several and not joint with any other insurers or syndicates party to this policy. An insurer is liable only for the proportion of liability it has underwritten. We will provide you, on request, with details of the insurers/syndicates who are party to this policy and the proportions of liability they have underwritten.</p>
Sanctions	<p>17. We shall not be deemed to provide cover and shall not be liable to pay any claim or loss or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or loss or provision of such benefit would expose us, or would in our reasonable view give rise to any appreciable risk of exposing us, to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or of any other relevant jurisdiction.</p>

General claims conditions	The following claims conditions apply to the whole of this policy . You must also comply with the conditions shown in each section of the policy under the heading Your obligations .
Your obligations	<p>1. We will not make any payment under this policy unless you:</p>

- a. 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; and
- b. 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**.

2. **You** must:

- a. 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; and
- b. give us all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:

- a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
- b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
- c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
- d. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

General exclusions

The exclusions set out below apply to each and every section of this **policy** and shall not be varied by any other provision in this **policy**. Where the exclusions below are not consistent with any other provision in this **policy**, these exclusions apply and shall override the inconsistent provision.

In addition, other exclusions apply to this **policy** and these are included in the particular sections of the **policy** to which they apply.

1. We will not make any payment for any damage, loss, cost, expense or claim directly or indirectly caused by, contributed to by, resulting from or in connection with:
 - a. **solar weather**;
 - b. any fear or threat of 1.a.; or
 - c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 1.a.

Professional indemnity

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Cover under this section is given on an each and every claim or loss basis unless **your** schedule or the special limits in **How much we will pay** below state that the limit of indemnity applies in the aggregate. Please check **your** schedule and **your** policy wording carefully. **Your schedule** will also state whether defence costs are included within the limit of indemnity.

Special definitions for this section

Advertising or branding	Advertising, branding, including your company name, trading name and any web domain name, publicity or promotion in or of those of your products or services that expressly fall within your business activity .
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in your schedule.
Business activity(ies)	The activity(ies) stated in your schedule, which you perform in the course of your business .
Claim	Any written assertion of liability, any written demand for financial compensation, or any written demand for injunctive relief first made against you within the applicable courts .
Client	Any person or entity with whom you have engaged or contracted to provide services or deliverables that expressly fall within your business activity .
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	An individual performing employment duties solely on your behalf in the ordinary course of your business activity 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 business activity . You and your sub-contractors and outsourcers will not be treated as employees under this section.
Joint venture	A commercial arrangement that you are a member of, with at least one other party, created for the purpose of profit sharing.
Loss	Any financial harm caused to your business .
Pollutants	Any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance or contaminant, including but not limited to asbestos, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Such waste includes, but is not limited to materials to be recycled, reconditioned or reclaimed.
Pollution	Any pollution or contamination, including from noise, electromagnetic fields, radiation, radio waves and any pollutants .
Potential claim	Anything likely to lead to a claim covered under this section.
Retroactive date	The date stated as the retroactive date in your schedule.
Subsidiary(ies)	<p>An entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar:</p> <ol style="list-style-type: none">1. 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; or2. which you acquire or create during the period of insurance where the entity's turnover for the 12-month period leading up to the date of acquisition is:<ol style="list-style-type: none">a. less than 20% of your turnover;b. not more than £5,000,000;c. claims free for the last three years prior to the date of acquisition; andd. free from any circumstances that might lead to a claim,

and the entity's **business activity** is the same as **yours**.

An entity in which **you** no longer own more than 50% of the book value of the assets or of the outstanding voting rights is not included in this definition.

You/your

Also includes:

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; and
2. any **subsidiary** including any person who was, is or during the **period of insurance** becomes the partner, director, trustee or in-house counsel of any **subsidiary** or any senior manager in actual control of its operations.

What is covered

Claims against you

A.

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, any party brings a **claim** against **you** for any actual or alleged:

Negligence

1. a. negligence or breach of any duty to use reasonable care and skill;
b. negligent loss of or physical damage to any third-party tangible document for which **you** are responsible; or
c. negligent misstatement or negligent misrepresentation;

Intellectual property infringement

2. intellectual property infringement (but not any patent infringement or trade secret misappropriation) including but not limited to:
 - a. infringement of copyright, trademark, trade dress, publicity rights, moral rights or design rights;
 - b. cyber-squatting violations;
 - c. any act of passing-off; or
 - d. misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork;

Breach of confidentiality

3. breach of any duty of confidence, invasion of privacy, or violation of any other legal protections for personal information;

Defamation

4. defamation, including but not limited to libel, slander, trade libel, product disparagement, or malicious falsehood;

Dishonesty

5. dishonesty of **employees**, or sub-contractors or outsourcers directly contracted to **you** and under **your** supervision; or

Civil liability

6. any other civil liability;

unless excluded under **What is not covered** below, **we** will indemnify **you** against the sums **you** have to pay as compensation, including any liability for claimants' legal costs and expenses.

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

Pollution

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, a **client** brings a **claim** against **you** for any actual or alleged negligent design or negligent specification which has resulted in, caused or otherwise contributed to any **pollution**, **we** will indemnify **you** against the sums **you** have to pay as compensation which directly arise from the rectification, re-performance or replacement of any work done or product, equipment, plant or machinery which **you** or on **your** sub-contractors have designed or specified.

We will not make any payment for any **claim** or part of a **claim** for any indirect **loss** which arises from the failure of or any deficiency in such work done, product, equipment, plant or machinery.

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

Complaints referred to an Ombudsman

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, any party refers any complaint arising directly from **your** breach of a duty to use reasonable care and skill to any Ombudsman with legal jurisdiction over **you**, **we** will indemnify **you** against:

- a. the sums **you** have to pay as compensation; and
- b. any additional costs in respect of any steps **you** are required to do;

provided that the Ombudsman has operated within any terms of reference or rule applicable to their appointment.

We will pay the reasonable and necessary costs incurred with **our** prior written agreement to investigate, settle or defend any complaint about **you** referred to an Ombudsman. **We** will not pay costs for any part of a complaint not covered by this section.

The most **we** will pay is the amount shown in **your** schedule.

Representation costs

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, **you** are subject to an examination, inquiry or other proceeding by a governmental, professional or trade body or agency that is not criminal, **we** will pay the reasonable and necessary costs incurred with **our** prior written agreement to represent **you** if, in **our** opinion, such representation may avoid a **claim** which would be covered by this section.

The most **we** will pay is the amount shown in **your** schedule.

Criminal proceedings costs

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, **you** are subject to criminal proceedings, **we** will pay the reasonable and necessary costs incurred with **our** prior written agreement to defend **you** if, in **our** opinion, a successful defence may avoid a **claim** which would be covered by this section.

However, **we** will not pay any costs following a plea or finding of guilt, or in the event that a King's Counsel advises that there are no reasonable prospects of successfully defending the criminal proceedings, except for costs incurred solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if a King's Counsel advises that the prospects of a successful appeal following a finding of guilt is likely.

The most **we** will pay is the amount shown in **your** schedule.

Mitigation

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, **you** become aware of a **potential claim**, **we** will pay for reasonable and necessary costs **you** incur, with **our** prior written consent, to avoid the **claim**, or reduce the severity of the **claim**, as long as the costs incurred are less than the likely costs for the **potential claim** being mitigated.

If a **claim** is subsequently brought and which arises from the same subject matter as the **potential claim**, **our** total payment will not exceed the applicable limit of indemnity in **your** schedule.

Sub-contractors or outsourcers

We will indemnify **you** against any **claim** falling within the scope of **What is covered**, A. **Claims against you**, which is brought as a result of a **business activity** undertaken on **your** behalf by any sub-contractor or outsourcer.

B.

Advertising claims

If during the **period of insurance**, and as a result of **your advertising or branding** on or after the **retroactive date** within the **geographical limits**, any party brings a **claim**, against **you** for:

1. infringement of copyright or moral rights; or
2. defamation;

unless excluded under **What is not covered** below, **we** will indemnify **you** against the sums **you** have to pay as compensation, including any liability for claimants' legal costs and expenses.

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

Your own losses

Loss of documents

If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it.

Infringement of your copyright

If **you** discover during the **period of insurance** that someone has infringed any copyright **you** own in work **you** have created in the performance of your **business activity**, **we** will pay **your** legal costs incurred with **our** prior written agreement in pursuing a claim for the infringement, provided that **we** are satisfied that **your** claim has a reasonable chance of success and **you** do not settle the claim without **our** prior approval.

If the claim is settled, or finally determined, on the basis that you are entitled to:

- a. payment of **your** own legal costs;
- b. payment of any damages, compensation, ongoing royalties fees or licence fees; or
- c. any injunction, undertaking or non-financial relief;

we will be entitled to the reimbursement of any legal costs **we** have paid on **your** behalf from any payment **you** receive from **your** opponent.

Additional cover

Joint ventures

If during the **period of insurance**, on or after the **retroactive date** and within the **geographical limits**, a client of any **joint venture** brings a **claim** against **you** as a direct result of **business activity you** carried out as a member of that **joint venture**, **we** will treat that client as if they were **your client** and **we** will indemnify **you** against sums **you** have to pay as compensation under this section.

However, **we** will not make any payment for any liability arising from any:

- a. work undertaken by any party other than **you**;
- b. activity other than those listed in the **business activities**;
- c. **joint venture** that has its own professional indemnity policy.

You must declare all material information relating to **your** work undertaken in the name of a **joint venture** as part of the declaration for this **policy**, including activities, income generated and adherence to the statement of fact, otherwise **we** may provide no indemnity under this section.

We will only pay either the corresponding percentage of the **claim** that **you** are directly liable to pay as a result of **you** being a member of the **joint venture** or the applicable limit of indemnity shown in **your** schedule, whichever is the lesser.

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 stated in **your** 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 stated in **your** schedule.

Professional disciplinary tribunal attendance compensation

If any person within the definition of **you**, or any **employee of yours**, has to attend a professional disciplinary tribunal hearing by a professional body who regulates **you** in connection with a **claim** against **you** covered under this section, **we** will pay **you** the amount stated in **your** schedule as compensation for each day or part of a day that their attendances is required by **us**.

The most **we** will pay for the total of all professional disciplinary tribunal attendance is the amount stated in **your** schedule.

What is not covered

In addition to the **General exclusions** set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

Investments

- A. **We** will not make any payment for any **claim** or **loss** or part of any **claim** or **loss** directly or indirectly due to:

1. any investment advice, financial advice, investment of **client** funds or any activity regulated by the Financial Conduct Authority, Prudential Regulation Authority or any other similar or successor regulatory body.

Survey and valuation

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.

Legal advice

3. any reserved legal activity provided by or carried out by **you**, as defined in the Legal Services Act 2007, or any related, similar or successor legislation or regulation in any jurisdiction.

Injury

4. any death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from **your** breach of any duty to use reasonable care and skill in the performance of a **business activity**.

Employees	5. anyone's employment with or work for you , or any breach of an obligation owed by you as an employer.
Discrimination and harassment	6. any discrimination, victimisation, harassment or unfair treatment, unless arising directly from your breach of any duty to use reasonable care and skill in the performance of a business activity .
Supplied personnel	7. the work of any personnel supplied by you to a client , unless you have breached any duty to use reasonable care and skill in supplying them.
Property damage	8. the loss, damage or destruction or loss of use of any tangible property, including but not limited to bearer bonds, coupons, share certificates, stamps, money or other negotiable paper, unless arising directly from your breach of a duty to use reasonable care and skill in the performance of a business activity . However this exclusion does not apply to any loss directly arising from any tangible document where covered under What is covered, Your losses , Loss of documents.
Product liability	9. any supply, manufacture, sale, installation or maintenance of any product.
Cyber incidents	10. or contributed to by, resulting from or in connection with any: <ul style="list-style-type: none"> a. cyber attack; b. hacker; c. social engineering communication; d. any fear or threat of 10.a. to 10.c. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 10.a. to 10.d. above.
Computer or digital technology error	11. or contributed to by, resulting from or in connection with any computer or digital technology error .
Personal data claims	12. the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data . However, this does not apply to any covered claim or part of a covered claim made against you by a client which arises directly from your performance of a business activity for that client and which is not otherwise excluded by What is not covered, A. 10. Cyber incidents above. The most we will pay in relation to any such covered claim is the special limit stated in your schedule for personal data claims.
Infrastructure interruption	13. or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, cloud services provider, telecommunications provider, utilities supplier or other infrastructure provider.
Land, animals and vehicles	14. the ownership, possession or use of any land, or building, any animal, any aircraft (including any drone or small unmanned aerial vehicle), any watercraft or any motor vehicle. However, this exclusion will not apply to a covered claim under What is covered, A. 3. Breach of confidentiality for use of any drone or small unmanned aerial vehicle.
Contractual liability	15. any liability under any contract which is greater than the liability you would have at law without the contract.
Patent/trade secret	16. any actual or alleged infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.
Trademarks and false advertising	17. any actual or alleged: <ul style="list-style-type: none"> a. act of passing-off, unauthorised use of another's trademark, name or logo; or b. false or misleading advertising in relation to your advertising or branding .
Deliberate, reckless or dishonest acts	18. any act, breach, omission or infringement you deliberately, spitefully, dishonestly, fraudulently, recklessly or criminally commit, condone or ignore. However this exclusion does not apply to any claim covered under: <ul style="list-style-type: none"> a. What is covered, A. Claims against you, Dishonesty, but we will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty; or

	<p>b. What is covered, A. Criminal proceedings costs, where costs incurred are solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if a King's Counsel advises that the prospects of a successful appeal following a finding of guilt is likely.</p>
Pre-existing problems	19. anything, including any potential claim or any actual or alleged shortcoming in your work, likely to lead to a claim or loss , which you knew or ought reasonably to have known about before the commencement of the period of insurance .
Unfair competition	20. any unfair competition, deceptive trade practices, or restraint of trade or breach or alleged breach of any competition or antitrust statute, legislation or regulation.
Tax	21. any breach or alleged breach of any taxation law or regulation.
Insolvency	22. your insolvency, bankruptcy, receivership, administration or liquidation.
Pension and employee benefits schemes	23. any liability or breach of any duty or obligation owed by you in connection with the operation or administration of any health, pension or employee benefit scheme, plan, trust or fund, including but not limited to violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974.
Directors and officers' liability	<p>24. any liability or breach of any duty or obligation owed to you or your shareholders by any of your directors, officers, trustees or board members, including but not limited to any:</p> <ul style="list-style-type: none"> a. allegation of insider trading; b. breach of any duty of corporate loyalty; c. liability for any statement, representation or information concerning you or your business contained in your accounts, reports, financial statements, or your advertising or branding.
Personal liability	25. any personal liability incurred by any director, officer, trustee, or board member of yours when acting in that capacity or managing your business other than when performing a business activity for a client or advertising or branding .
Asbestos	26. asbestos risks .
Pollution	<p>27. pollution, other than a covered claim under What is covered, A. Pollution.</p> <p>However in any event we will not indemnify you for liability arising from any:</p> <ul style="list-style-type: none"> a. pollution not caused by a sudden, identifiable, unintended and unexpected event; b. liability arising solely out of any land or property being identified as contaminated land under Section 78B or 78C of the Environmental Protection Act 1990, or the service of a remediation notice under Regulation 20 of the Environmental Damage (Prevention and Remediation) (England) Regulations 2015 or any related, similar or successor legislation or regulation in any jurisdiction; c. claim or part of a claim made by or on behalf of any governmental or regulatory body or agency; or d. pollution which is authorised by a valid environmental permit issued or regulated under the Environmental Permitting (England and Wales) Regulations 2016 or any related, similar or successor legislation or regulation in any jurisdiction.
Communicable disease	<p>28. or contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> a. communicable disease; b. fear or threat of 28.a. above; or c. any action taken in controlling preventing, suppressing, responding or in any way relating to 28.a. or 28.b. above.
War, terrorism, civil commotion and nuclear	<p>29. or contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> a. terrorism; b. civil commotion, strikes or industrial action; c. war; d. nuclear risks; e. fear or threat of 29.a. to 29.d. above; or f. any action taken in controlling preventing, suppressing, responding or in any way relating to 29.a. to 29.e. above.

If there is any dispute between **you** and **us** over the application of clause 29.a. or 29 b. above, it will be for **you** to show that the clause does not apply.

B. **We** will not make any payment for:

Claims brought by a related party	1. any claim brought by any person or entity falling 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. However, 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 .
Restricted recovery rights	2. that part of any claim where your right of recovery is restricted by any contract.
Lost profit and VAT	3. your lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any client , account or business.
Non-compensatory payments	5. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits or treble, multiple, aggravated, punitive or exemplary damages.
Claims outside the applicable courts	6. any claim , including arbitration, brought outside the 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 .

How much we will pay

Each and every claim	<p>If your schedule states that the limit of indemnity applies to each and every claim or loss:</p> <ol style="list-style-type: none">1. excluding defence costs; the most we will pay for each potential claim, claim and losses is the limit of indemnity stated in your schedule. We will also pay for defence costs in addition to the limit of indemnity stated in your schedule. However, if a payment greater than the limit of indemnity has to be made for a potential claim, claim or loss, our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid; or2. including all costs; the most we will pay for each potential claim, claim, including defence costs, and losses is the overall limit of indemnity stated in your schedule, unless limited below or in your schedule.
In the aggregate	<p>If your schedule states that the limit of indemnity applies in the aggregate:</p> <ol style="list-style-type: none">1. excluding defence costs; the most we will pay for the total of all potential claims, claims and losses is the overall limit of indemnity stated in your schedule, irrespective of the number of potential claims, claims or losses. We will also pay for defence costs in addition to the limit of indemnity stated in your schedule. However, if a payment greater than the limit of indemnity has to be made for a potential claim, claim, or loss, our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid; or2. including all costs; the most we will pay for the total of all potential claims, claims, including their defence costs, and losses is the overall limit of indemnity stated in your schedule, irrespective of the number of potential claims, claims or losses, unless limited below or in your schedule.
Overheads and other business costs	<p>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, production, recall, correction or reproduction costs, 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.</p>
Excess	<p>You must pay the relevant excess stated in your schedule. The excess will only be eroded by the covered part of the potential claim, claim or loss.</p>
Multiple claims from a single source	<p>If your schedule states that the limit of indemnity applies to each and every claim or loss, all potential claims, claims and losses which arise from:</p> <ol style="list-style-type: none">1. the same original cause, a single source or a repeated or continuing problem in your work; or

2. in relation to defamatory statements, a single or continuing investigation or a common set of facts or state of affairs;

will be treated as a single **claim, loss or potential claim**. **You** will pay a single **excess** and **we** will pay a maximum of a single limit of indemnity for these related **potential claims, claims and losses**. All of the notifications which are related will be considered as having been made on the date of the first notification to **us**.

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**.

Claims and losses under more than one cover

If the same **claim or loss** is insured under more than one cover under **What is covered** above, **we** shall only make payment for that **claim or loss** under one of the covers, being the cover that is most advantageous for **you**.

Special limits

Personal data claims

The most **we** will pay for the total of all **potential claims or claims**, including **defence costs**, made against **you** by a **client**, which arise directly from **your** performance of a **business activity** for that **client** relating to **personal data**, is a single limit of indemnity stated in **your** schedule, which is an aggregate limit.

Pollution

The most **we** will pay for cover under **What is covered**, A. Pollution is a single limit of indemnity, as shown in **your** schedule, which instead is an aggregate limit, for the total of all **potential claims, claims**, including **defence costs**, made against **you**.

Each and every claim

If **your** schedule states that the limit of indemnity applies to each and every **claim or loss**, the most **we** will pay for each item below is a single limit of indemnity, equivalent to the same amount, but which instead is an aggregate limit, for the total of all **potential claims, claims**, including their **defence costs**, and **losses** made against **you** arising from:

Dishonesty

1. the dishonesty of **your** partners, directors, **employees**, sub-contractors or outsourcers;

Property damage

2. the physical loss or destruction of or damage to tangible property;

Injury

3. the death, disease or bodily or mental injury of anyone; and

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us** of:
 - a. any **claim** made against **you** or any **loss** as soon as practicable and within the **period of insurance** or at the latest no later than 14 days after the end of that **period of insurance** for any **claim or loss** **you** first became aware of in the seven days before expiry;
 - b. **potential claims** under this section, such notifications must be as soon as practicable and within the **period of insurance** or at the latest no later than 14 days after the end of that **period of insurance**, and must to the fullest extent possible identify the particulars of the **potential claim**, including identifying any potential claimant, the likely basis for liability, the likely demand for relief and any additional information about the **potential claim** that **we** reasonably request. If such a **potential claim** notification is made to **us** then **we** will treat any **claim** arising from the same particulars as that notification as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **period of insurance** has expired;
 - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any **employee**, sub-contractor or outsourcer has acted dishonestly; as soon as reasonably practicable.

If **you** renew this **policy** with **us** and it is not subsequently cancelled, **we** will accept notifications that **you** make to **us** under this **period of insurance** for **claims, potential claims or losses** that **you** became aware of no later than the 60 days immediately prior to the expiry of this **period of insurance**. **You** must make such notifications to **us** no later than 60 days after the end of this **period of insurance**.

2. **You** must:

- a. ensure that **our** rights of recovery, including but not limited to any subrogated rights of recovery, against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts;

- b. not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement;
- c. not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your client** (including negotiating any request for proposal), **you** are required by law or compelled by a court, or **you** otherwise have **our** prior written consent.

If **you** fail to comply with these obligations, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence	<p>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 any part of a claim.</p> <p>You must give us the information and co-operation which we may reasonably require and take all reasonable steps to defend any claim. You should not do anything which may prejudice our position.</p>
Appointment of legal representation	We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the claim .
Partially covered claims	<p>If a claim is made which:</p> <ol style="list-style-type: none"> 1. is not wholly covered by this section; or 2. is made against you and any other party who is not covered under this section; <p>then at the outset of the claim, we and you agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including defence costs on the basis of the relative legal and financial exposures.</p>
Advancement of defence costs	We will pay defence costs covered by this section on an ongoing basis prior to the final resolution of any claim ; however, we will not pay any defence costs in connection with any claim or part of a claim which is not covered under this section. You must reimburse us for any defence costs paid where it is determined there is no entitlement under this section.
Payment of full limit of indemnity	We have no further duty to indemnify 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, or if the overall limit of indemnity stated in your schedule has been exhausted.
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 .
Disputes	<p>For the purposes of Control of defence in this section of the policy, General condition 14, Arbitration, within the General terms and conditions is amended to read as follows:</p> <p>Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single King's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such King's Counsel shall be binding on you and us in relation to matters referred under this clause. The costs of such opinion shall be met by us.</p>

Public and products liability (Office, workspace and professions)

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Special definitions for this section

Abuse or molestation

1. Physical, mental or financial abuse, assault, battery, mistreatment or maltreatment;
2. sexual exploitation or any actual or attempted sexual relations, sexual contact or intimacy;
3. discrimination, victimisation, harassment, voyeurism, invasion of privacy or any use or distribution of images, in whatever manner, without the consent of any person shown; or
4. any other act of a sexual nature or undertaken with a sexual motive.

Abuse or molestation retroactive date The date stated as the retroactive date in the Abuse or molestation cover section of **your** schedule.

Activities Any activities **you** have declared to **us** and which are stated in the Business field of **your** schedule.

The following are also included where they are incidental to such activities:

1. the maintenance of property or premises owned or occupied by **you**;
2. the provision or management of:
 - a. canteen, social, sports, education or welfare organisations; or
 - b. first aid or security services,for the benefit of **your employees**; and
3. attendance at conferences and promotional events within the **geographical limits** which directly relate to **your** activities.

Bodily injury Death, or any bodily injury, illness, disease or mental injury.

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 legal right:

1. to access or use land or water; or
2. of air or light.

Drone Any remotely controlled un-manned aerial vehicle and any accessories used with such craft.

Employee Any person working for **you** in connection with **your activities** who is:

1. employed by **you** under a contract of service or apprenticeship;
2. hired to or borrowed by **you**;
3. self-employed or working on a labour-only basis under **your** control or supervision;
4. engaged by labour-only sub-contractors;
5. a labour master or a person supplied by them;
6. engaged under a work experience or training scheme; or
7. a voluntary worker engaged with **your** permission.

Inefficacy The failure of any of **your products** to perform the function or serve the purpose for which it was intended.

Personal injury

1. False arrest, detention or imprisonment;

2. malicious prosecution; or
3. wrongful entry into, or eviction of a person from, a room, dwelling or premises which they occupy.

Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods which are: <ol style="list-style-type: none"> 1. sold, supplied, distributed, manufactured, constructed, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you; and 2. not in your care, custody or control at the time of any occurrence giving rise to a claim under this section of your policy.
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	Land-based mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
United Kingdom	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
You/your	The insured named in your schedule. This also includes any person who was, is or during the period of insurance becomes your director, partner, trustee, committee member, senior manager or officer in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your activities, any party brings a claim against you for:</p> <ol style="list-style-type: none"> 1. bodily injury, other than abuse or molestation, or property damage occurring during the period of insurance; or 2. 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, including your liability for any claimants' legal costs and expenses. This includes a claim against any employee 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>
Abuse or molestation claims	<p>If, as a result of your activities, any party brings a claim against you during the period of insurance for abuse or molestation committed after the abuse or molestation retroactive date, we will indemnify you against the sums you have to pay as compensation. This includes a claim against any employee when they are acting on your behalf in whatever capacity.</p> <p>However, we will not in any event provide cover:</p> <ol style="list-style-type: none"> 1. in respect of any allegation of slavery or people trafficking; or 2. to any party who commits, condones or ignores any abuse or molestation. <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, trustees, committee members, employees or the spouse, domestic or civil partner of any such person against legal liability as a result of bodily injury, property damage or personal injury, which falls within the scope of What is covered, Claims against you, and which is incurred in a personal capacity while temporarily outside the United Kingdom. However, we will not make any payment where such liability:</p> <ol style="list-style-type: none"> 1. arises out of: <ol style="list-style-type: none"> a. any loss of a third party's key or electronic pass card; b. any failure to secure a third party's premises; c. the ownership or occupation of land or buildings; or

2. is covered by any other insurance.

Claims against principals

If, as a result of **your activities**, any party brings a claim which falls within the scope of **What is covered**, Claims against you, against any:

1. named third party as stated in the Public and products liability section of **your** schedule; or
2. other third party with whom **you** have entered into a contract or agreement in connection with **your activities**,

and **you** would have been liable for that claim had it been brought against **you**, **we** will treat such claim as if it had been made against **you** and make the same payment to the party stated in 1. or 2. above which **we** would have made to **you**, provided that the party stated in 1. or 2. above:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the defence and settlement of the claim 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; and
- 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 **your** 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 applicable limit of indemnity stated in **your** schedule.

Loss of third party keys

If, during the **period of insurance** and as a result of **your activities**, **you** lose any key or electronic pass card belonging to a third party for which **you** are legally responsible, and that party brings a claim against **you**, **we** will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards.

Failure to secure third party premises

If, during the **period of insurance**, **you** fail to secure the premises of a third party where **you** have been carrying out **your activities**, and that party brings a claim against **you**, **we** will pay the sums **you** have to pay as compensation to such third party, provided that **you** have taken reasonable steps to secure the premises as required by that third party.

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

Unauthorised use of third party telephones by your employees

If, during the **period of insurance** and as a result of **your activities**, any of **your employees** uses a third party's telephone system without authority, including any mobile or internet-based telephone network, and that party brings a claim against **you**, **we** will pay the sums **you** have to pay as compensation to such third party, provided that **we** are notified within three months of the unauthorised use.

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

Defective Premises Act

If, during the **period of insurance**, **you** dispose of any premises in connection with **your activities** and any party brings a claim against **you** under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975, **we** will pay for 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.

We will not in any event make any payment for any:

1. liability where **you** are entitled to cover under any other insurance; or
2. costs of remedying any actual or alleged defect, which if not remedied may result in a claim.

Additional cover

Representation costs

At **your** request, **we** will pay **your** reasonable costs to:

1. defend **you** or any **employee** if any governmental, administrative or regulatory body brings any criminal action against **you** or such **employee** for any breach of statute or regulation;
2. represent **you** or any **employee** at any properly constituted external investigation, inquiry or professional disciplinary proceeding, including representation at a coroner's inquest or equivalent; and

3. assist **you** or any **employee** in responding to a request made by a coroner or equivalent, the police or a member of the judiciary for documentation or other assistance,

within the **United Kingdom**. This includes any related appeal which **we** consider has reasonable prospects of success.

We will only pay these costs:

- a. if the costs relate directly to any actual or potential claim covered under this section;
- b. if the payment of such costs is likely, in **our** reasonable opinion, to reduce the amount of any actual or potential claim;
- c. if **you** have **our** prior written agreement before such costs are incurred; and
- d. up to the date of any admission by or final adjudication against **you** or the relevant **employee** that any breach of statute or regulation occurred.

However, **we** will not in any event pay any representation costs for any **employee** bringing a claim under this section.

Court attendance compensation

If **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 compensation stated in **your** schedule for each day, or part of a day, that their attendance is required by **us**.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

Property for which you are responsible

- A. **We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
 1. **property damage** to any item belonging to **you** or which at the time of the loss, damage or destruction is in **your** care, custody or control. This does not apply to:
 - a. vehicles or personal effects belonging to **your employees** or visitors, while on **your** premises;
 - b. premises, including their contents, fixtures and fittings, which are not owned or rented by **you**, where **you** are temporarily carrying out **your activities**;
 - c. premises, including their contents, fixtures and fittings, which are rented to **you**, unless **you** are obliged by lease or other agreement to maintain property insurance cover in respect of these;
 - d. property belonging to **your** clients or customers, provided that the loss or damage to such property occurs while it is in the process of being installed, altered, tested, serviced, maintained, repaired, cleaned or treated by **you**; or
 - e. loss of a third party's keys or electronic pass cards.

Vehicles and craft

2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, **drone**, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters), electric or motorised scooter or cycle, hoverboard or any mechanically propelled vehicle or its trailer.

This does not apply to:

- a. any **tool of trade**; or
- b. the loading or unloading of any vehicle off the highway.

Injury to employees

3. **bodily injury** to any:
 - a. **employee**; or
 - b. person supplied by **you** to a client under contract which occurs anywhere other than at **your** premises.

Defamation and intellectual property

4.
 - a. defamation, including but not limited to libel, slander, trade libel, product disparagement and malicious falsehood; or
 - b. any infringement of intellectual property rights including but not limited to copyright, trademark or moral rights or any act of passing-off.

Personal data

5. any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

Confidential corporate information	6.	any actual or alleged negligent or intentional misuse, unauthorised disclosure, dissemination or improper use of corporate confidential information, including but not limited to trade secrets, financial data, client lists, marketing strategies, proprietary technology, or any other sensitive information which you are legally required to keep confidential.
Pollution	7.	<p>a. i. any pollution; or</p> <p>ii. any bodily injury or property damage directly or indirectly caused by any pollution, unless the pollution is 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; or</p> <p>b. any pollution occurring in the United States of America or Canada.</p>
Cyber incidents	8.	<p>or contributed to by, resulting from or in connection with any:</p> <p>a. cyber attack;</p> <p>b. hacker;</p> <p>c. social engineering communication;</p> <p>d. computer or digital technology error;</p> <p>e. any fear or threat of 8.a. to 8.c. above; or</p> <p>f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 8.a. to 8.e. above.</p>
Professional advice	9.	<p>the provision or preparation of, or the failure to provide or prepare any:</p> <p>a. technical drawing, blueprint or plan;</p> <p>b. design, specification or formula;</p> <p>c. program or automated system; or</p> <p>d. instruction, training, direction or advice, by you or on your behalf.</p> <p>However, this exclusion does not apply to any accompanying printed safety advice relating to your products.</p>
Treatment, care, diagnosis or prescription	10.	<p>a. the provision of or failure to provide any treatment, remedy, therapy or care of a person or animal, other than the provision of first aid to a person in connection with your activities;</p> <p>b. the medical, dental or veterinary diagnosis of or failure to diagnose any person or animal;</p> <p>c. the prescription of or failure to prescribe any drug or medicine; or</p> <p>d. the administration of or failure to administer any drug, medicine, vaccination or any medical, dental or veterinary test.</p>
Tour operator's liability	11.	<p>any of your activities where you are deemed in law to be liable, solely as a result of:</p> <p>a. the Package Travel and Linked Travel Arrangements Regulations 2018;</p> <p>b. any similar or successor legislation; or</p> <p>c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.</p>
Product recall	12.	the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.
Your products	13.	<p>any products:</p> <p>a. classed as aircraft, drones, missiles, spacecraft or any other aerial device, including any associated ground support or control equipment;</p> <p>b. installed in aircraft, drones, missiles, spacecraft or any other aerial device, or which are used in connection with such items;</p> <p>c. used as tooling in the manufacture of aircraft, drones, missiles, spacecraft or any other aerial device, including ground-handling tools and equipment;</p>

	<ul style="list-style-type: none"> d. i. classed as; or ii. designed for use in and which affect the driving or riding capabilities of, any vehicle, scooter or cycle where such item has an integral source of power to enable movement or operation; e. designed for medical purposes and which are permanently implanted into the human body; or f. i. classed as cigarettes, e-cigarettes, cigars, e-cigars or vapes; or ii. which contain, use or are derived from tobacco or nicotine, including any related by-products.
Opioids	14. or contributed to by, resulting from or in connection with the use, sale, promotion, manufacture, supply, distribution, delivery, transport, transfer, possession or prescription of any opioid, opioid product or product derived from or containing opium or opiates.
Inefficacy	15. inefficacy.
Deliberate or reckless acts	16. 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.
Placed personnel	17. the actions of any person supplied by you to a client under contract.
Railways and aircraft	18. the operation, maintenance or construction of any: <ul style="list-style-type: none"> a. railway, rail track, rail signalling or rolling stock; or b. aircraft, drone, missile, spacecraft or any other aerial device.
Contracts	19. your liability under any contract which is greater than the liability you would have at law without the contract.
Terrorism, civil commotion, war or nuclear	20. or contributed to by, resulting from or in connection with any: <ul style="list-style-type: none"> a. terrorism; b. civil commotion, strike or industrial action; c. war; d. nuclear risks; e. fear or threat of 20.a. to 20.d. above; or f. action taken in controlling, preventing, suppressing, responding or in any way relating to 20.a. to 20.e. above. <p>If there is any dispute between you and us over the application of 20.a. or 20.b. above, it will be for you to show that the exclusion does not apply.</p>
Confiscation	21. confiscation.
Asbestos	22. asbestos risks.
Perfluoroalkyl and polyfluoroalkyl substances	23. or contributed to by, resulting from or in connection with any: <ul style="list-style-type: none"> a. perfluoroalkyl or polyfluoroalkyl substances; b. any fear or threat of 23.a. above; or c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 23.a. or 23.b. above.
	B. We will not make any payment for:
Restricted recovery	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. any fines, penalties, punitive or exemplary damages, or compensation ordered or awarded by a criminal court.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries stated in the Applicable courts field of the Public and products liability section of your schedule. This also applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or

award from outside the countries stated in the Applicable courts field of the Public and products liability section of **your** schedule.

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| Geographical limits | 4. any claim brought against you or representation costs arising from any:
a. activities carried out by you or on your behalf; or
b. bodily injury or property damage arising from any products which occurs, in any country outside the geographical limits . |
| Excess | 5. the amount of any excess . |

How much we will pay

We will pay up to the limit of indemnity stated in **your** schedule for each and every claim or loss, unless limited below or in **your** schedule. **We** will also pay for **defence costs** in addition to the limit of indemnity stated in **your** schedule.

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 amount of any **excess** stated in **your** schedule for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing breach of duty in connection with **your activities** will be regarded as one claim.

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| 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 such claims or their defence costs . |
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Special limits

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| Abuse or molestation | For claims brought against you for abuse or molestation , the most we will pay is the amount stated in your schedule for the total of all such claims and their defence costs . |
| 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 and their defence costs . |
| 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 . The most we will pay for defence costs in relation to pollution claims is the amount stated in your schedule. |
| Claims brought against you in USA or Canada | If it is stated in your 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 . |
| Unauthorised use of third party telephones by your employees | The most we will pay for the total of all claims and their defence costs arising from the unauthorised use of a third party's telephone system is the amount stated in your schedule. |

Additional cover

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| Representation costs | The most we will pay for the total of all representation costs covered under this section of the policy is the amount stated in your schedule. |
| Court attendance compensation | The most we will pay for the total of all court attendance covered under this section of the policy is stated in your schedule. |

Your obligations

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| Notification of claims | A. We will not make any payment under this section unless you notify us :
1. as soon as possible and in any event within seven days of:
a. a claim or anything which may give rise to a claim for or arising out of bodily injury or abuse or molestation ;
b. your discovery, or the existence of reasonable grounds for your suspicion, that any director, partner, trustee, committee member or employee has committed abuse or molestation ; or
c. anything which may give rise to a request for us to pay representation costs under What is covered , Additional cover , Representation costs. |
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2. promptly of any other claim or anything which may give rise to any other claim against **you**, including **your** discovery that **your products** are defective.

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:

by email to: liability.claims@hiscox.com; or

by post to: UKSC Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.

Please ensure **you** quote **your** policy number.

Not admitting liability	B. 1. When dealing with your client or any third party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement.
Our rights of recovery	2. You must ensure that our rights of recovery against any third party, including but not limited to any subrogated rights of recovery, are not restricted or financially limited by any term in any contract or agreement into which you have entered, unless you have our prior agreement in writing.
Correcting problems	3. You must take reasonable steps to remedy or rectify, at your expense, any defect or failure in the goods or services you have supplied to any client, customer or distributor. We will not make any payment under this section in respect of any incident occurring while you are not in compliance with the conditions stated under Your obligations , B.1. to B.3. above, unless you can demonstrate that such non-compliance could not have increased the risk of the claim arising or the loss occurring or the amount of the claim or loss.

Control of defence	<p>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 any part of a claim.</p> <p>You must give us the information and co-operation which we may reasonably require and take all reasonable steps to defend any claim. You should not do anything which may prejudice our position.</p>
Appointment of legal representation	<p>We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the claim.</p>
Partially covered claims	<p>We will not pay any part of a claim and its associated costs which is not covered by this section.</p> <p>If a claim is made which is:</p> <ol style="list-style-type: none">1. not wholly covered by this section; or2. made against you and any other party who is not covered under this section, <p>then, at the outset of the claim, we and you agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim and associated costs, including defence costs on the basis of the relative legal and financial exposures.</p>
Advancement of defence costs	<p>We will pay defence costs covered by this section on an ongoing basis prior to the final resolution of any claim. However, we will not pay any defence costs in connection with any claim or part of a claim which is not covered under this section. You must reimburse us for any defence costs paid where it is determined there is no entitlement under this section.</p>
Payment of full limit of indemnity	<p>We have no further duty to indemnify 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, or if the overall limit of indemnity stated in your schedule has been exhausted.</p>
Payment of excess	<p>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.</p>
Disputes	<p>For the purposes of Control of defence in this section of the policy, General condition 14, Arbitration, within the General terms and conditions is amended to read as follows:</p> <p>Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single King's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England</p>

and Wales. The opinion of such King's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.

Employers' liability

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Special definitions for this section

Activities

Any activities **you** have declared to **us** and which are stated in the Business field of **your** schedule.

The following are also included where they are incidental to such activities:

1. the maintenance of property or premises owned or occupied by **you**;
2. the provision or management of:
 - a. canteen, social, sports, education or welfare organisations; or
 - b. first aid or security services,for the benefit of **your employees**; or
3. attendance at conferences and promotional events which directly relate to **your** activities within the **geographical limits**.

Bodily injury

Death or any bodily injury, illness, disease or mental injury.

Defence costs

Costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**.

Employee

Any person working for **you** in connection with **your activities** who is:

1. employed by **you** under a contract of service or apprenticeship;
2. hired to or borrowed by **you**;
3. self-employed and working on a labour-only basis under **your** control or supervision;
4. engaged by labour-only sub-contractors;
5. a labour master or a person supplied by them;
6. engaged under a work experience or training scheme; or
7. a voluntary worker engaged with **your** permission,

provided such person is:

- a. normally resident in the **United Kingdom** or the Republic of Ireland; or
- b. working for **you** in the **United Kingdom** for a continuous period of at least 14 consecutive days.

United Kingdom

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

What is covered

Claims against you

If any **employee** brings a claim against **you** for **bodily injury** and such **bodily injury**:

1. occurs during the **period of insurance**;
2. arises out of their work for **you** in connection with **your activities**; and
3. occurs within the **geographical limits**,

we will indemnify **you** against the sums **you** have to pay as compensation, including **your** liability for any claimants' legal costs and expenses.

This includes any claim which is otherwise covered under this section where such claim arises from a **cyber attack**, a **hacker** or any **computer or digital technology error**.

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.

Claims against principals

If, as a result of **your activities**, any **employee** brings a claim which falls within the scope of **What is covered**, Claims against you, against any:

1. named third party as stated in the Employers' liability section of **your** schedule; or
2. other third party with whom **you** have entered into a contract or agreement in connection with **your activities**,

and **you** would have been liable for that claim had it been brought against **you**, **we** will treat such claim as if made against **you** and make the same payment to the party stated in 1 or 2 above which **we** would have made to **you**, provided that the party stated in 1 or 2 above:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the defence and settlement of the claim 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; and
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Unsatisfied court judgments

If any **employee** obtains a judgment for damages following **bodily injury** against any company or individual operating from premises within the **United Kingdom** and that judgment remains unpaid for more than six months, **we** will pay to the **employee** at **your** request the amount of any unpaid damages and awarded costs provided that:

1. the **bodily injury** is caused during the **period of insurance** and arises out of and in the course of their employment in connection with **your activities**;
2. **we** would have covered **your** liability if **you** had caused the **bodily injury**;
3. there is no appeal outstanding; and
4. the **employee** assigns their judgment to **us**.

Additional cover

Representation costs

At **your** request, **we** will pay **your** reasonable costs to:

1. defend **you** or any **employee** if any governmental, administrative or regulatory body brings any criminal action against **you** or such **employee** for any breach of statute or regulation;
2. represent **you** or any **employee** at any properly constituted external investigation, inquiry or professional disciplinary proceeding, including representation at a coroner's inquest or equivalent; and
3. assist **you** or any **employee** in responding to a request made by a coroner or equivalent, the police or a member of the judiciary for documentation or other assistance,

within the **United Kingdom**. This includes any related appeal which **we** consider has reasonable prospects of success.

We will only pay these costs:

- a. if the costs relate directly to any actual or potential claim covered under this section;
- b. if the payment of such costs is likely, in **our** reasonable opinion, to reduce the amount of any actual or potential claim; and
- c. if **you** have **our** prior written agreement before such costs are incurred; and
- d. up to the date of any admission by or final adjudication against **you** or the relevant **employee** that any breach of statute or regulation occurred.

However, **we** will not in any event pay any representation costs for any **employee** bringing any claim against **you** under this section.

Court attendance compensation

If **you** or any **employee** of **yours** has to attend court as a witness in connection with a claim against **you** which is covered under this section, **we** will pay **you** the compensation stated in **your** schedule for each day, or part of a day that their attendance is required by **us**.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

We will not make any payment for:

1. any claim or part of a claim or loss directly or indirectly due to:

Deliberate or reckless acts	a. any act, breach or omission you deliberately or recklessly commit, condone or ignore. However, this exclusion will only apply to the extent permitted by the laws of the United Kingdom in relation to compulsory employers' liability insurance.
Offshore employees	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;
Road traffic legislation	c. any bodily injury to any employee while being carried in or upon, or entering or getting onto, or alighting from a vehicle as a passenger, for which insurance or security is required under any road traffic legislation; or
Placed personnel	d. any bodily injury to any person supplied by you to a client under contract.
Fines and penalties	2. any fines, penalties, punitive or exemplary damages, or compensation ordered or awarded by a criminal court.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries stated in the Applicable courts field of the Employers' liability section of your schedule. This also applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the countries stated in the Applicable courts field of the Employers' liability section of your schedule. For any claim, including arbitration, brought against you under this section by any employee normally resident in the Republic of Ireland, the countries stated in the Applicable courts field of the Employers' liability section of your schedule include the Republic of Ireland.
How much we will pay	We will pay up to the limit of indemnity stated in your schedule, including defence costs , unless limited below or in your schedule. All claims, losses and defence costs relating to one or more employees which arise from the same original cause or source, or a repeated or continuing series of events will be regarded as one claim.
Special limits	
War, terrorism and nuclear risks	The most we will pay for the total of all claims, losses and defence costs arising from war , terrorism and nuclear risks covered under this section is the amount stated in your schedule. If we decide that this limit applies to a claim in respect of terrorism , it is your responsibility to prove that the claim does not arise from terrorism .
Additional cover	
Representation costs	The most we will pay for the total of all representation costs covered under this section of the policy is the amount stated in your schedule.
Court attendance compensation	The most we will pay for the total of all court attendances covered under this section of the policy is the amount stated in your schedule.
Your obligations	1. You must notify us as soon as possible and in any event within seven days of a claim or anything which may give rise to a claim under this section, including any request for us to pay representation costs. You should make this notification directly to us and your insurance adviser, if you have one, as follows: by email to: liability.claims@hiscox.com; or by post to: Hiscox Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR. Please ensure you quote your policy number. At our request, you must confirm the facts in writing within 30 days with as much information as is available. 2. When dealing with your employee or a third party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do not comply with these obligations we may seek recovery from you of any payment

we make under this section by an amount equal to the detriment that **we** have suffered as a result.

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

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the **United Kingdom** 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.

Employers' Liability Tracing Office

Your policy details will be added to the employers' liability database, managed by the Employers' Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the employers' liability insurer of an employer at a particular point in time.

You can find out more:

1. from **your** insurance adviser, if **you** have one;
2. by contacting **us**; or
3. at www.elto.org.uk.

You must also provide **us** with the following information for each entity insured under this section of the **policy**:

- a. employer name;
- b. full address of employer including postcode; and
- c. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, **you** must confirm to **us** which of the following reasons applies:

- i. the entity has no employees;
- ii. all staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- iii. the entity is not registered in England, Wales, Scotland or Northern Ireland.

You must inform **us** immediately of any changes to the above information.

Property definitions

Special definitions for all property sections

Activities	Your activities declared to us and accepted by us , or the business activities stated in your schedule.
Amount insured	The most we will pay as stated in your 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	Damage caused by: <ol style="list-style-type: none">1. electrical or mechanical failure or malfunction arising from internal causes;2. explosion, collapse or distortion due to internal steam or other internal fluid pressure;3. electrical power surge;4. operator error; or5. fracturing by frost.
Buildings	The buildings, which belong to you or for which you are legally responsible, at the premises stated in your schedule, including: <ol style="list-style-type: none">1. outbuildings and annexes;2. fixtures and fittings, fixed fuel tanks;3. solar panels and other renewable energy generating equipment;4. walls, gates, fences, car parks, yards, private roads, pavements and paths; and5. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.
Computers	Computers, handheld devices 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.
Contents	The contents of the insured premises used in connection with your activities , which belong to you or for which you are legally responsible, including: <ol style="list-style-type: none">1. computers;2. stock;3. prototypes;4. art and collections;5. fixtures and fittings, tenant's improvements, decorations and general contents including, if attached to the building, external signs, aerials and satellite dishes;6. pipes, ducting, cables, wires and associated control equipment within the insured premises and extending to the public mains; and7. equipment, machinery and plant; which are not otherwise excluded by your policy .
Contract location	Any location within the geographical limits where you have a contract to carry out your activities .
Damage	Accidental physical loss or accidental physical damage including where caused by storm , flood , escape of water, fire, theft or attempted theft, unless otherwise excluded by your policy .
Declared amount	Any amount stated in the Property sections of your schedule which you have declared as: <ol style="list-style-type: none">1. your estimated income or gross profit or fees for the next 12 months;2. the total replacement value of your contents; or3. the total costs of reinstating your buildings.
Equipment	Items belonging to you or for which you are legally responsible and which are hydraulic, mechanical, or electronic in their method of operation. Computers are not included in this definition.

First loss limit	Any amount insured stated in the relevant section of your schedule as a first loss limit, where, with our consent, you have selected a limit that is less than the declared amount .
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.
Handheld devices	Handheld electronic devices used in connection with your activities which belong to you or for which you are legally responsible, including: <ol style="list-style-type: none"> 1. phones and smartphones which make or receive telephone calls through a cellular network and their accessories; 2. laptops, tablets, PDAs and wearable technology; and 3. cameras and photographic equipment.
Insured premises	The space you occupy at the premises stated in your schedule. This includes any outbuildings and annexes you occupy on the same premises.
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 which belong to your partners, directors, trustees, committee members, employees, volunteers or visitors for which such persons are legally responsible.
Property	Tangible property.
Prototype	A sample or model built to test a concept or process.
Reconstitution of data	Reconstitution of the data you need to continue your activities , if your electronic records and electronic data have been lost or distorted.
Software	Programs which run your computers , including both your own operating programs and application programs used in the course of your activities .
Specified insured premises	Any insured premises within the United Kingdom .
Specified or unspecified premises	Any specified insured premises or unspecified insured premises .
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal or any other non-combustible material.
Stock	Consumable goods, merchandise goods, samples, partially finished goods awaiting completion and goods held in trust, including customers' goods for which you are legally responsible.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	<ol style="list-style-type: none"> 1. The downward movement of the ground beneath the insured premises; 2. landslip, which is the sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time; or 3. heave, which is the upward movement of the ground beneath the insured premises as a result of the expansion or swelling of the subsoil. <p>The following are not included within this definition:</p> <ol style="list-style-type: none"> a. settlement or bedding down of new structures; or b. settlement or movement of made-up ground.
Unattended vehicle	Any vehicle which is not under the personal supervision of you nor any person authorised by you .
Unoccupied	When the buildings , including any part capable of being separately let, are: <ol style="list-style-type: none"> 1. without any occupant; or 2. not in normal use by you or any tenant of yours, for more than 30 consecutive days.

United Kingdom

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

Unspecified insured premises

Other than **specified insured premises**, any premises within the **United Kingdom** which is owned, rented or leased by **you** for the purpose of **your activities**.

Property – contents

Policy wording

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Special definitions for this section

Art and collections	Items of art, antiques and collectibles which are characterised by their value, age, style, artistic merit or collectability.
Employee dishonesty	Dishonesty of any person under a contract of service with you where there was a clear intention to cause you financial loss or damage or to obtain personal financial gain over and above salary, bonus or commission.
Employees' cycles	Cycles and cycle accessories which belong to your partners, directors, trustees, committee members, employees or volunteers or for which such persons are legally responsible.

What is covered

Damage to contents	We will insure you against damage occurring during the period of insurance to contents contained in the insured premises and any other items stated in in the Property – contents section of your schedule.
Rent payable	If stated in your schedule, we will also insure you for the amount of rent that you are legally required to pay while the insured premises is unusable as a result of damage covered by this policy .

Additional cover

The following cover is also provided up to the amount stated in **your** schedule:

Glass and sanitary fixtures and fittings	<ol style="list-style-type: none">1. We will pay for damage occurring during the period of insurance to any:<ol style="list-style-type: none">a. fixed glass in windows, doors, fanlights, showcases, shelves, mirrors; andb. sanitary fixtures and fittings;contained in the insured premises, which belong to you or for which you are legally responsible, including the necessary and reasonable costs of:<ol style="list-style-type: none">i. repairing window frames;ii. removing or replacing fixtures and fittings in the course of replacing any glass; andiii. replacing alarm foil, lettering or other ornamental work on any glass.
Newly acquired contents	<ol style="list-style-type: none">2. We will pay for damage occurring during the period of insurance to any newly acquired contents, once they have become your legal responsibility, provided that you:<ol style="list-style-type: none">a. tell us the additional values as soon as possible and no later than 30 days after you become legally responsible for such contents; andb. pay us any additional premium which we deem to be appropriate from the date that you became legally responsible for any such contents.We may also 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.
Personal effects	<ol style="list-style-type: none">3. We will pay for damage to personal effects occurring within the insured premises during the period of insurance. However, we will not pay for:<ol style="list-style-type: none">a. money, watches or jewellery; orb. personal effects insured elsewhere.
Reconstitution of data and documents	<ol style="list-style-type: none">4. We will pay the necessary and reasonable costs of:<ol style="list-style-type: none">a. reconstitution of data; and

- b. replacing or reconstituting **your** documents which are not held electronically and which **you** need to continue **your activities**, if such documents have been lost or destroyed;

as a direct result of **damage** covered under this section.

Lock replacement	5. We will pay the costs incurred by you to replace locks and keys necessary to maintain the security of the insured premises as a direct result of theft of physical security keys involving force or violence occurring during the period of insurance .
Building damage by theft	6. We will pay the reasonable costs of repairing damage to the buildings at the insured premises as a direct result of theft or attempted theft occurring during the period of insurance , provided that you are legally liable for such costs under a written contract.
Metered water and fuel	7. We will pay the cost that you incur for any metered water and fuel used at the insured premises when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of damage covered under this section to any storage tank or piping located at the insured premises .
Contents temporarily elsewhere	8. We will pay for damage occurring during the period of insurance to contents , temporarily elsewhere in the United Kingdom , while: <ul style="list-style-type: none">a. at the home of any director, partner, trustee, committee member, employee or volunteer of yours;b. at any location where you are attending a promotional event or exhibition in connection with your activities;c. at any location for the purpose of cleaning, servicing, maintaining, repairing, restoring, altering, or treating;d. at any location in connection with a change of insured premises; ande. in transit in the United Kingdom between the insured premises and any of 8.a. to 8.d. above. <p>However, we will not make any payment for damage to handheld devices while temporarily elsewhere.</p>
Employee dishonesty	9. We will pay your direct financial loss if, during the period of insurance and in the performance of your activities , you discover a loss from employee dishonesty , provided: <ul style="list-style-type: none">a. the employee dishonesty was committed during the period that your contents have been continuously insured with us; andb. the employee dishonesty was not committed after any director, partner, trustee, committee member, senior manager or officer of you first becomes aware of any employee dishonesty committed by the person under a contract of service with you.
Employees' cycles	10. We will pay for damage occurring within a building at the insured premises during the period of insurance to employees' cycles provided they are not insured elsewhere.
Unauthorised use of utilities	11. We will pay the costs incurred by you for any metered water, gas or electricity which you did not use but which you are legally responsible for due to a third party using your metered water, gas or electricity without your authorisation, provided that you discover the unauthorised or unlawful use during the period of insurance .
Extinguisher and alarm re-setting expenses	12. We will pay the necessary and reasonable costs and expenses you incur to refill fire extinguishing appliances, replace sprinkler heads or reset the fire or intruder alarm system following damage covered under this section.
Loss prevention costs	13. We will pay the necessary and reasonable costs that you incur to protect the contents from imminent or further damage occurring during the period of insurance , such as flood prevention barriers, emergency boarding following damage to doors, windows and other similar entry points, or moving property to a higher floor or to an alternative location, provided that: <ul style="list-style-type: none">a. such costs are incurred with our prior written agreement; orb. if a. above is not reasonably practical, you notify us of such costs as soon as reasonably possible.

Removal of debris	14. We will pay the necessary and reasonable costs and expenses you incur clearing the debris of contents from the insured premises or the area immediately adjacent following damage covered under this section.
Outdoor items	15. We will pay for damage occurring during the period of insurance to any outdoor furniture, heater, ornament, statue and other similar portable items which are normally left outdoors within the confines of the insured premises .
Continuing hire charges	16. We will pay the costs of continuing hire charges for contents hired in by you while such contents are being repaired or until permanently replaced, but for no longer than six months, as a direct result of damage covered under this section, provided that: <ul style="list-style-type: none"> a. you are legally liable for such costs under a written contract; and b. we have made payment or admitted liability for such damage.
Refrigerated stock	17. We will pay for the necessary and reasonable costs and expenses you incur to replace spoiled refrigerated stock stored in a refrigeration unit at the insured premises where such spoilage occurs during the period of insurance and is caused by: <ul style="list-style-type: none"> a. a fault in the refrigeration unit or escape of refrigerant, provided that the refrigeration unit is: <ul style="list-style-type: none"> i. less than five years old at the date of loss; or ii. maintained under annual contract by a suitably qualified refrigeration engineer; or b. failure of the public supply of electricity or gas, unless the failure is as a result of a deliberate act of the supply authority to withhold or restrict supply.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

We will not make any payment for:

1. **damage** to:
 - a. buildings, land or water;
 - b. any mechanically propelled vehicle which requires insurance under the Road Traffic Act 1988 or any equivalent act in any other territory, and any successor legislation;
 - c. any aircraft or other aerial device, drone, hovercraft, motorised scooter or watercraft, other than hand propelled or sailing craft less than 20 feet in length. However, **we** will not make any payment for **damage** to any watercraft while in use;
 - d. **money** or any electronic, online or crypto currency, including bitcoin, even where such currency exists in physical form;
 - e. **personal effects**, however this does not apply to the cover under **What is covered, Additional cover, Personal effects**; or
 - f. any item attached to any of the above, other than external signs, aerials and satellite dishes attached to **buildings**.
2. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness, humidity or being exposed to light or extreme temperatures, unless such **damage** is caused by **storm** or fire. This clause does not apply to the cover under **What is covered, Refrigerated stock**;
 - c. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - d. fraud or dishonesty, other than as provided under **What is covered, Additional cover, Employee dishonesty**; or
 - e. theft from an **unattended vehicle** unless the item is:
 - i. completely hidden out of sight within the storage compartment, boot or trailer of the **unattended vehicle** so that the presence of the item cannot be identified; and
 - ii. all security measures on the **unattended vehicle** are fully operational and activated at the time of the theft.
3. **damage** to any animal or plant caused by illness or disease.

4. **damage** to any **property** while in the process of being cleaned, serviced, maintained, repaired, restored, altered or treated.
5. **damage** to any item directly resulting from its own **breakdown**.
6. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
 - a. a **cyber attack** or fear or threat of a **cyber attack**;
 - b. a **hacker** or fear or threat of a **hacker**;
 - c. a **computer or digital technology error**; or
 - d. its digital connectivity to any other item of **computer or digital technology** which has been affected by a **cyber attack, hacker or computer or digital technology error**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack, hacker or computer or digital technology error**.

7. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
8. unexplained loss or disappearance, inventory shortage or loss due to any clerical or accounting error.
9. financial loss due to **you** not receiving payment in full if **you** part with any title, possession of or rights to **property**.
10. any indirect losses which result from the incident which caused **you** to claim, other than as provided under **What is covered, Additional cover**.
11.
 - a. **damage** caused by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from any storage tank, heating appliance or connected pipework located at the **insured premises** other than where resulting from **breakdown**; or
 - b. any clean up or decontamination costs or expenses resulting or arising from pollution or contamination.
12. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. **civil commotion** which occurs outside of England, Scotland or Wales;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease**;
 - g. any fear or threat of 12.a. to 12.f. above; or
 - h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 12.a. to 12.g. above.

If there is any dispute between **you** and **us** over the application of 12.a. or 12.b. above, it will be for **you** to show that the exclusion does not apply.

13. the amount of the **excess**.

Special conditions

Change of insured premises

- If:
1. **you** notify **us** that **you** are changing **insured premises**; and
 2. **we** agree to cover **you** for **damage to contents** at **your** new **insured premises** after **you** move;

we will continue to insure **you** for **damage to contents** contained in **your** former **insured premises**. This cover will be provided:

- a. for a maximum of 30 days from the date **your** cover with **us** starts at the new **insured premises**;
- b. until the keys to the former **insured premises** are returned by **you**; or

c. until **we** cease to provide any cover for **damage to contents** at **your** new **insured premises**; whichever is the soonest. If the cover for **damage to contents** is provided on a different basis at the new **insured premises**, the cover provided under this Special condition for **damage to contents** at the former **insured premises** will continue on the same basis as that which previously applied.

The cover provided under this special condition does not increase any **amount insured**.

Right to inspect

We have the right to inspect damaged **property** before any repair work begins.

However, **you** may arrange for urgent repairs immediately without allowing **us** to inspect damaged **property** provided that **you** tell **us** as soon as reasonably possible and the urgent repairs will:

1. prevent further damage to the **property**; or
2. allow **you** to continue to trade.

We have the right to inspect the damaged **property** before any further repair work begins. **We** will tell **you** if **we** want to do this.

Storm and flood

We will treat all **damage to your contents** at any one **insured premises** occurring during any period of 72 consecutive hours as one incident of loss provided that all the **damage** occurs within the **period of insurance**. **You** may select when the 72-hour period starts which will apply to all Property sections of this **policy**.

How much we will pay

We will pay up to the **amount insured** shown in the Property – contents section of **your** schedule, unless limited below or in **your** schedule.

Repair and replacement

At our option **we** will repair, restore, replace or pay for any loss or **damage** on the following basis:

1. for **contents**, other than **computers**, **stock**, hired-in equipment, **prototypes**, **art and collections**, **personal effects** and **employees' cycles**, the cost of repair or replacement as new.
2. for **computers**, the cost of repairs or replacement as new. If **damage to computers** results in existing **software** being incompatible with the replacement **computers**, at **our** option **we** will also pay for:
 - a. i. the necessary modifications to the replacement **computers**; or
 - ii. the conversion of the existing **software** into a format which is compatible with the replacement **computers**; and
 - b. the cost of replacing incompatible data carrying media following 2.a.i. or 2.a.ii. above.
3. for **stock**, the cost of repair or replacement at the cost price to **you**. This clause does not apply to any second-hand merchandise goods, merchandise goods which have been sold but not delivered and goods held in trust.
4. for second-hand merchandise goods, the cost of repair or replacement at the trade market value.
5. for merchandise goods which have been sold but not delivered, the agreed contract price.
6. for hired-in equipment, the lesser of:
 - a. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
 - b. the costs of repair of the hired-in equipment; or
 - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
7. for goods held in trust, the lesser of:
 - a. **your** liability in respect of the goods held in trust; or
 - b. the cost of repair or replacement at the trade market value of such goods.
8. for **prototypes**, the cost to **you** of the materials necessary to reinstate the **prototype** to the same condition as it was in immediately prior to **damage** occurring.
9. for **art and collections**, either:
 - a. the agreed value of any item which is individually stated in **your** schedule or contained in any valuation lodged with **us**; or
 - b. the market value immediately prior to the **damage** of any item which is not individually stated in **your** schedule or contained in any valuation lodged with **us**.

However, the most **we** will pay for any one item, pair or set which is not individually stated in **your** schedule or contained in any valuation lodged with **us** is the amount stated in **your** schedule.

If **we** repair or restore a partly damaged item, **we** will also pay for any loss in value.

10. for **personal effects**, the cost of repair or replacement as new, but not more than the amount stated in **your** schedule for each incident of loss.
11. for **employees' cycles**, the cost of repair or replacement as new, but not more than the amount stated in **your** schedule for each incident of loss.

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.
Rent payable	We will pay from the period the insured premises or any part of it is unusable as a result of damage until the damage is repaired but for no longer than 36 months.
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.
Inflationary provision cover	If your schedule shows that inflationary provision cover applies, the amount insured will be increased by the additional percentage also stated in your schedule to take account of any inflationary increases over the period of insurance . You must advise us of the replacement value of the contents at the beginning of each period of insurance .
Under insurance	<p>If, at the time of damage, we establish that:</p> <ol style="list-style-type: none">1. the amount insured; or2. the declared amount, where you have selected a first loss limit which is stated on your schedule; <p>does not represent the total value of the contents, we will reduce the amount we pay in the proportion that the premium you have paid bears to the premium we would have charged you if you had declared the total value of the contents.</p> <p>We will only apply this calculation if:</p> <ol style="list-style-type: none">a. we find that the amount insured is less than 85% of the replacement value of the contents; andb. we establish that your failure to declare the total value of the contents was not deliberate, reckless or a breach of your obligation to:<ol style="list-style-type: none">i. make a fair presentation of the risk to us before the start of the period of insurance;ii. notify us of a change of circumstances in relation to the total value of the contents, which may materially affect the policy; oriii. make a fair presentation of the risk to us when notifying us of a change of circumstances in relation to the total value of the contents which may materially affect the policy. <p>This remedy may apply in addition to General conditions 2.b. ii. and 4.b. ii.</p> <p>If your failure to declare the total value of the contents was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply at our discretion.</p>
Index linking	If you decide to renew this section with us , we will automatically adjust the amount insured or declared amount , as appropriate, for contents for the subsequent period of insurance in line with any change in nationally publicised indices. You must advise us if you do not want us to increase the amount insured or declared amount in this manner. However, we will not reduce the amount insured or declared amount without your consent.
Value Added Tax	The amount we will pay is exclusive of Value Added Tax unless you cannot recover it from the tax authorities.

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you:</p> <ol style="list-style-type: none">1. notify us promptly of any damage which might be covered;2. report to the police, as soon as reasonably possible, any damage arising from any criminal act and obtain a crime reference from them; and
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3. notify **us** immediately of any **damage** due to any unlawful or malicious act by any director, partner, trustee, committee member, employee or volunteer of **yours**, but no later than ten working days of its discovery by **you**.

Backing-up electronic data	You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the insured premises . If you do not, we may reduce any payment we make by an amount equal to the detriment we have suffered as a result.
Hiring in equipment	<p>When hiring in property, you must complete and record an inventory check and inspect all hired in property for damage prior to acceptance and agree a schedule of any damage with the hire company before taking charge of such property. Upon returning any property to the hire company, you must only return the property to persons authorised within the hire company to accept the return of equipment.</p> <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Protections	<p>You must advise us as soon as you become aware, if for any reason, any fire protection system, security system or other physical protection installed at the insured premises is not working properly. We may then vary the terms and conditions of this policy.</p> <p>All systems must be regularly serviced under contract by a reputable company at least annually and a written record of the servicing must be retained by you.</p> <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Unoccupancy	<p>You must tell us immediately if the insured premises, including any part capable of being separately let, will be left unoccupied.</p> <p>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.</p> <p>If you do not tell us, we will not make any payment for damage occurring while the insured premises is unoccupied.</p>
Building works	<p>If you or anyone on your behalf intends to undertake any demolition, building work or groundwork at or on the insured premises 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 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.</p> <p>If you do not tell us, we will not make any payment for damage indirectly caused by or resulting from the demolition, building work or groundwork, or stoppage of such work, at or on the insured premises.</p> <p>You do not have to tell us if the work is for minor alternations, repairs, decoration or maintenance only.</p>
Unauthorised use of utilities	<p>If the insured premises is not occupied by you, you must inspect the insured premises at least weekly and take action to prevent further losses if any potential unauthorised use of utilities is discovered.</p> <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the unauthorised use occurring in the circumstances in which it occurred.</p>

Property – away and in transit

Policy wording

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Special definitions for this section

Contract sites	Any location within the United Kingdom where you have a contract to carry out your activities .
Employee's home	The home of any partner, director, trustee, committee member, employee or volunteer of yours within the United Kingdom .
Event locations	Any location within the United Kingdom where you are attending a promotional event or exhibition in connection with your activities .
Insured property	<p>The property used in connection with your activities which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none">1. computers;2. equipment;3. stock;4. research and development property, including prototypes;5. tools, plant and machinery;6. event and exhibition equipment;7. hired-in equipment;8. documents; and9. accessories associated with any of the above.
In transit	<ol style="list-style-type: none">1. In transit by road, rail, water, air or by person;2. being loaded or unloaded in the course of transit by road, rail, water, air or by person; or3. temporarily housed overnight away from any specified or unspecified premises in the course of transit; <p>within the United Kingdom or any other territory in which cover is provided for insured property, as stated in your schedule.</p>
Standard hire contract	Any contract for the hire of your property which requires the hirer to indemnify you for damage to such property (other than fair wear and tear), while it is hired out, including while in transit or left on site by the hirer.

What is covered

Damage to insured property used by you	We will insure you against damage occurring during the period of insurance to insured property at any location stated in your schedule. This includes damage occurring during the period of insurance to insured property while in transit but not damage to insured property while hired out.
Damage to insured property while hired out	If stated in your schedule, we will also insure you against damage occurring during the period of insurance to insured property while hired out.
Additional cover	The following cover is also provided up to the amount stated in your schedule:
Reconstitution of data and documents	<ol style="list-style-type: none">1. We will pay the necessary and reasonable costs of:<ol style="list-style-type: none">a. reconstitution of data; andb. replacing or reconstituting your documents which are not held electronically and which you need to continue your activities, if such documents have been lost or destroyed, <p>as a direct result of damage covered under this section.</p>

Alternative hire costs	2. We will pay the reasonable hire costs incurred by you for the necessary hire of a substitute item of similar type and capacity as a direct result of damage covered under this section, for the period beginning at the date of the damage until the insured property is repaired or replaced but for no longer than six months.
Continuing hire charges	3. We will pay the costs of continuing hire charges for insured property hired in by you while such insured property is being repaired or until permanently replaced, but for no longer than six months, as a direct result of damage covered under this section, provided: <ol style="list-style-type: none"> you are legally liable for such costs under a written contract; and we have made payment or admitted liability for such damage.
Loss of hire fees	4. We will insure you for loss of fees you would have received for hiring out your insured property under a standard hire contract but for damage covered under this section, for the period beginning at the date of the damage until the insured property is repaired or replaced, but for no longer than six months.
Loss prevention costs	5. We will pay the necessary and reasonable costs that you incur to protect the insured property from imminent or further damage occurring during the period of insurance , such as flood prevention barriers, emergency boarding following damage to doors, windows and other similar entry points and moving property to a higher floor or to an alternative location, provided that: <ol style="list-style-type: none"> such costs are incurred with our prior written agreement; or if a. above is not reasonably practical, you notify us of such costs as soon as possible.
Removal of debris	6. We will pay the necessary and reasonable costs and expenses you incur clearing the debris of insured property or the area immediately adjacent following damage covered under this section.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

We will not make any payment for:

- damage** to:
 - buildings, land or water;
 - any mechanically propelled vehicle which requires insurance under the Road Traffic Act 1988 or any equivalent act in any other territory, and any successor legislation;
 - any aircraft or other aerial device, drone, hovercraft, motorised scooter or watercraft, other than hand propelled or sailing craft less than 20 feet in length. However, **we** will not make any payment for **damage** to any watercraft while in use;
 - money** or any electronic, online or crypto currency, including bitcoin, even where such currency exists in physical form;
 - personal effects**; or
 - any item attached to any of the above.
- damage** caused by:
 - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - dryness, humidity or being exposed to light or extreme temperatures, unless the **damage** is a result of **storm** or fire;
 - pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - theft of any **insured property** while away from any **specified or unspecified insured premises** unless the item is:
 - under the personal supervision of **you** or anyone authorised by **you**;
 - stored in a securely locked room or building;
 - in transit**; or
 - hired out by **you** unless **you** have purchased cover under **What is covered**, Damage to insured property while hired out and **you** have complied with the conditions in **What is not covered** 2, g(i) – (iv);
 - theft from an **unattended vehicle** unless the item is:

- i. completely hidden out of sight within the storage compartment, boot or trailer of the vehicle so that the presence of the item cannot be identified; and
 - ii. all security measures on the vehicle or trailer are fully operational and activated at the time of the theft;
- f. fraud or dishonesty; or
- g. theft by deception of any item which **you** have hired out, unless **you** have:
 - i. purchased cover under **What is covered**, Damage to insured property while hired out;
 - ii. obtained and verified at least two trade references for each hirer prior to entering into the hire contract;
 - iii. retained a copy of the hirer's letterhead and a copy of at least two utility bills for the hirer relating to the same premises;
 - iv. retained a copy of the credit card details of the hirer; and
 - v. only allowed the actual hiring company to collect the hire items and upon collection have copied identification of the hirer and have taken a photograph of the hirer.
- 3. **damage** to any item while:
 - a. **in transit** by courier or postal service where the method of delivery does not require a recipient's signature on receipt;
 - b. stowed in the hold of any aircraft or watercraft, whether **in transit** or otherwise; or
 - c. in the care, custody or control of any airport or seaport operator or any agent of any airport or seaport operator.
- 4. **damage to insured property** while hired out by **you** under a **standard hire contract** unless:
 - a. **you** have purchased cover under **What is covered**, Damage to insured property while hired out; and
 - b. **you** can demonstrate to **us** that **you** have exhausted all legally possible methods to obtain a recovery from the hirer.
- 5. **damage** to any item directly resulting from its own **breakdown**.
- 6. **damage to insured property** while in the process of being cleaned, serviced, maintained, repaired, restored, altered or treated.
- 7. **damage** to any animal or plant caused by illness or disease.
- 8. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
 - a. a **cyber attack** or fear or threat of a **cyber attack**;
 - b. a **hacker** or fear or threat of a **hacker**;
 - c. a **computer or digital technology error**; or
 - d. its digital connectivity to any other item of **computer or digital technology** which has been affected by a **cyber attack**, **hacker** or **computer or digital technology error**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack**, **hacker** or **computer or digital technology error**.
- 9. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- 10. the value to **you** of any lost or distorted records or data.
- 11. unexplained loss or disappearance, inventory shortage or loss due to any clerical or accounting error.
- 12. financial loss due to **you** not receiving payment in full if you part with any title, possession of or rights to **property**. This exclusion does not apply to theft by deception of any item that **you** have hired out, where **you** have purchased cover under **What is covered**, Damaged to insured property while hired out and complied with the conditions in **What is not covered 2, g(i) – (iv)**.
- 13. any indirect losses which result from the incident which caused **you** to claim, other than as provided under **What is covered, Additional cover**.
- 14. a. **damage** caused solely by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from

- any storage tank, appliance or connected pipework located at any of the covered locations stated in this section other than where resulting from **breakdown**; or
- b. any clean-up or decontamination costs or expenses resulting or arising from pollution or contamination.
15. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
- a. **terrorism**;
 - b. **civil commotion** which occurs outside of England, Scotland or Wales;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease**;
 - g. any fear or threat of 15.a. to 15.f. above; or
 - h. any action taken in controlling, preventing, suppressing or in any way responding to 15.a. to 15.g. above.
- If there is any dispute between **you** and **us** over the application of 15.a. or 15.b. above, it will be for **you** to show that the exclusion does not apply.
16. the amount of the **excess**.

Special condition

Right to inspect	<p>We have the right to inspect damaged property before any repair work begins.</p> <p>However, you may arrange for urgent repairs immediately without allowing us to inspect damaged property provided that you tell us as soon as reasonably possible and the urgent repairs will:</p> <ol style="list-style-type: none"> 1. prevent further damage to the property; or 2. allow you to continue to trade. <p>We have the right to inspect the damaged property before any further repair work begins. We will tell you if we want to do this.</p>
Storm and flood	<p>We will treat all damage to insured property at any location stated in your schedule occurring during any period of 72 consecutive hours as one incident of loss provided that all the damage occurs within the period of insurance. You may select when the 72-hour period starts which will apply to all Property sections of this policy.</p>

How much we will pay

Repair and replacement	<p>We will pay up to the amount insured shown in the Property – away and in transit section of your schedule, unless limited below or in your schedule.</p> <p>At our option we will repair, restore, replace or pay for any loss or damage to items on the following basis:</p> <ol style="list-style-type: none"> 1. for insured property other than computers, stock, hired-in equipment and prototypes, the cost of repair or replacement as new. 2. for computers, the cost of repairs or replacement as new. If damage to computers results in existing software being incompatible with the replacement computers, at our option we will also pay for: <ol style="list-style-type: none"> a. i. the necessary modifications to the replacement computers; or ii. the conversion of the existing software into a format which is compatible with the replacement computers; and b. the cost of replacing incompatible data-carrying media following 2.a.i. or 2.a.ii. above. 3. for stock, the cost of repair or replacement at the cost price to you. This clause does not apply to any second-hand merchandise goods, merchandise goods which have been sold but not delivered and goods held in trust. 4. for second-hand merchandise goods, the cost of repair or replacement at the trade market value. 5. for merchandise goods which have been sold but not delivered, the agreed contract price. 6. for hired-in equipment, the lesser of:
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- a. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
 - b. the costs of repair of the hired-in equipment; or
 - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
7. for goods held in trust, the lesser of:
- a. **your** liability in respect of the goods held in trust; or
 - b. the cost of repair or replacement at the trade market value of such goods.
8. for **prototypes**, the cost to **you** of the materials necessary to reinstate the **prototype** to the same condition as it was immediately prior to **damage** occurring.

Pairs and sets	If any insured property which has an increased value because it forms part of a pair or set is 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 insured property , provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.
Value Added Tax	The amount we will pay is exclusive of Value Added Tax unless you cannot recover it from the tax authorities.
Special limits	
Damage outside the EU and UK	Where covered, the most we will pay for damage to insured property occurring outside of the European Union, the United Kingdom and Gibraltar is the amount insured stated in your schedule for damage to insured property anywhere in the world.
Damage outside the UK	Where covered, the most we will pay for damage to insured property occurring outside of the United Kingdom is the combined total of the amounts insured stated in your schedule for damage to insured property : <ol style="list-style-type: none"> 1. in the European Union; and 2. anywhere in the world.
Damage within the UK	Where covered, the most we will pay for damage to insured property occurring anywhere in the United Kingdom is the combined total of the amounts insured stated in your schedule for damage to insured property : <ol style="list-style-type: none"> 1. in the United Kingdom; 2. in the European Union; and 3. anywhere in the world.
Specific locations	The most we will pay for damage to insured property at any contract site, event location, employee's home, specified or unspecified premises is the combined total of the amounts insured stated in your schedule for damage to insured property : <ol style="list-style-type: none"> 1. at each location; and 2. in the United Kingdom, the European Union and anywhere in the world.
Limit per vehicle or craft	The most we will pay for damage to insured property in any one vehicle or craft while in transit is the amount stated in your schedule.
Hired out property	The most we will pay for damage to insured property while hired out by you other than under a standard hire contract is the amount stated in your schedule. This is included within, and not in addition to, the amount insured for hired out insured property stated in your schedule.

Your obligations

If any damage occurs	We will not make any payment under this section unless you : <ol style="list-style-type: none"> 1. notify us promptly of any damage which might be covered; 2. report to the police, as soon as reasonably possible, any damage arising from any criminal act and obtain a crime reference from them; 3. notify us immediately of any damage due to any unlawful or malicious act by any director, partner, trustee, committee member, employee or volunteer of yours, but no later than ten working days of its discovery by you; and
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4. notify any third-party carrier of the **insured property** of any **damage you** discover within the time limits for notification of damage stipulated in **your** contract of carriage with them.

Backing-up electronic data	You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from each backed up device. If you do not, we may reduce any payment we make by an amount equal to the detriment we have suffered as a result.
Hiring in equipment	<p>When hiring in insured property, you must complete and record an inventory check and inspect all such hired in insured property for damage prior to acceptance and agree a schedule of any damage with the hire company before taking charge of such property. Upon returning any insured property to the hire company, you must only return such property to persons authorised within the hire company to accept the return of equipment.</p> <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Protections	<p>You must advise us as soon as you become aware, if for any reason, any fire protection system, security system or other physical protection installed at any specified or unspecified premises is not working properly. We may then vary the terms and conditions of this policy.</p> <p>All systems must be regularly serviced under contract by a reputable company at least annually and a written record of the servicing must be retained by you.</p>
Unoccupancy	<p>You must tell us immediately if the buildings at any specified or unspecified premises, including any part capable of being separately let, will be left unoccupied.</p> <p>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.</p> <p>If you do not tell us, we will not make any payment for damage occurring while the buildings are unoccupied.</p>
Building works	<p>If you or anyone on your behalf intends to undertake any demolition, building work or groundwork at or on any specified or unspecified premises 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 change the terms and conditions of this policy or impose additional requirement that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p> <p>If you do not tell us, we will not make any payment for damage indirectly caused by or resulting from the demolition, building work or groundwork, or stoppage of such work, at or on any part of the buildings at or on any specified or unspecified premises.</p> <p>You do not have to tell us if the work is for minor alternations, repairs, decoration, or maintenance only.</p>

Property – money

Policy wording

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Please read **your** schedule to see whether **money** is insured while at each of the locations shown below.

What is covered

We will insure **you**, up to the **amount insured** stated in **your** schedule for each location listed below, against **damage** occurring during the **period of insurance** to **money**, other than any non-negotiable instruments:

1. in any **specified or unspecified premises** while open for operation or in a locked safe.
2. in any **specified or unspecified premises** while not open for operation and not in a locked safe.
3. at the home of any partner, director, trustee, committee member, employee or volunteer of **yours** in the **United Kingdom**.
4. in transit within the **geographical limits** by road, rail, water, air or carried by any person, including while being loaded, unloaded and temporarily housed overnight away from the **specified or unspecified premises** in the course of transit.
5. at any location within the **geographical limits** where **you** are attending a promotional event or exhibition in connection with **your activities**.
6. at any location within the **geographical limits** where **you** have a contract to carry out **your activities**.
7. at any other location within the **geographical limits**.
8. at any location individually stated in the Property – money section of **your** schedule. If **we** provide such cover, **we** will not provide additional cover to **you** for that location under **What is covered**, 1. to 7. above.

We will also insure **you**, up to the **amount insured** stated in **your schedule**, against **damage** occurring during the **period of insurance** to non-negotiable instruments which belong to **you** at any location within the **geographical limits**.

Additional cover

The following cover is also provided if stated in **your** schedule:

Personal assault following robbery or attempted robbery

We will pay compensation up to the amount stated in **your** schedule, if, during the course of **your activities** any director, partner, trustee, committee member, employee or volunteer of **yours** is:

1. physically injured within the **geographical limits** during the **period of insurance** as a direct result of a robbery or an attempted robbery; and
2. subsequently dies or becomes permanently physically disabled within two years of the date of injury as a direct result of such robbery or attempted robbery.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

We will not make any payment for:

1. **damage** caused by wear and tear, rot, fungus, mould, vermin or infestation, or any gradually operating cause.
2. **damage** to **money** in any **unattended vehicle**.
3. **damage** to **money** sent by or while in the custody of any unregistered mailing service.
4. unexplained loss or disappearance or inventory shortage.
5. loss due to clerical or accounting errors.
6. loss due to any **social engineering communication** or any other act of fraud or dishonesty, other than the physical theft of **money**.
7. loss arising from any electronic, online or crypto currency, including Bitcoin.
8. consequential or indirect losses of any kind.
9. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

- a. **terrorism**;
- b. **civil commotion** which occurs outside of England, Scotland or Wales;
- c. **war**;
- d. **confiscation**;
- e. **nuclear risks**;
- f. **communicable disease**; or
- g. any fear or threat of 9.a. to 9.f. above; or
- h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 9.a. to 9.g. above.

If there is any dispute between **you** and **us** over the application of clause 9.a. and 9.b., it will be for **you** to show that the exclusion does not apply.

10. the amount of the **excess**.

How much we will pay

We will pay up to the **amount insured** shown in the Property – money section of **your** schedule, unless limited below or in **your** schedule.

Personal assault following robbery or attempted robbery

We will not pay compensation under more than one heading in **your** schedule for the same injury.

Value Added Tax

The amount **we** will pay is exclusive of Value Added Tax unless **you** cannot recover it from the tax authorities.

Your obligations

If any loss or damage occurs

We will not make any payment under this section unless **you**:

1. notify **us** promptly of any loss or **damage** which might be covered;
2. report to the police, as soon as reasonably possible, any loss or **damage** arising from any criminal act and obtain a crime reference from them; and
3. notify **us** immediately of any loss or **damage** due to any unlawful or malicious act by any director, partner, trustee, committee member, employee or volunteer of **yours**, but no later than ten working days of its discovery by **you**.

Money in transit

You must ensure that cash, bank and currency notes in transit with a total value:

1. between £2,000 and £6,000 is carried by at least two able-bodied adults;
2. between £6,000 and £10,000 is carried by at least three able-bodied adults;
3. in excess of £10,000 is carried by a Security Industry Authority approved cash and valuables in transit company.

Please check **your** schedule to see what cover **you** have for **money** as it may be lower than the amounts above.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss or **damage** occurring in the circumstances in which it occurred.

Management liability – directors and officers' liability

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. Cover under this section is given on an each and every claim or loss basis unless otherwise specified.

Special definitions for this section

Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Bodily injury	Mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone.
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	<ol style="list-style-type: none">Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an insured person during the period of insurance alleging a wrongful act and seeking monetary damages or other legal relief or penalty.Any extradition proceeding made against an insured person during the period of insurance.
Computer or digital technology	Any programs , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
Cyber attack	Any digital attack or interference, whether by a hacker or otherwise, designed to disrupt access to, the operation of or cause damage to any data or computer or digital technology , including but not limited to any: <ol style="list-style-type: none">programs designed to damage, disrupt, extract data from, or gain unauthorised access to computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; ordenial of service attack or distributed denial of service attack.
Data subject	Any natural person who is the subject of personal data .
Defence costs	<ol style="list-style-type: none">Reasonable costs, not including any overheads, additional costs or remuneration, incurred with our prior written agreement 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.Emergency defence costs.
Deprivation of assets expenses	The amounts for which an insured person is contractually committed to pay for: <ol style="list-style-type: none">school fees for the insured person's immediate family;rent or mortgage payments on the insured person's principal residence, not including any mortgage overpayments;utilities supplied to the insured person's principal residence; andinsurance premiums that are personal to the insured person and their immediate family.
Emergency defence costs	Reasonable and necessary costs, not including any overheads, additional costs or remuneration to investigate or defend any claim (other than an employment claim) made against an insured person , where it is not possible to obtain our prior written agreement, provided that you or the insured person notify us as soon as possible after such sums are incurred.
Emergency legal representation costs	Reasonable and necessary costs, not including any overheads, additional costs or remuneration to investigate or respond to any investigation , where it is not possible to obtain our prior written agreement, provided that you or the insured person notify us as soon as possible after such sums are incurred.
Employee	<ol style="list-style-type: none">Any person under a contract of service with you.

2. Any independent person seconded to **you**.
3. Any applicant or candidate for employment with **you**.

Employee contract benefits	Any amounts awarded to an employee in respect of: <ol style="list-style-type: none"> 1. remuneration, including incentives, bonus, commission, health benefits, holiday or notice pay, whether under statute or contract; 2. family leave payments, including maternity pay, paternity pay, parental leave pay, shared parental leave pay or adoption pay, whether under contract or statute; 3. amounts due under an employee benefit or pension scheme; 4. share or stock options; 5. deferred compensation; or 6. equal pay or redundancy pay.
Employment claim	Any claim by any employee for any actual or alleged: <ol style="list-style-type: none"> 1. wrongful, unfair or constructive dismissal, discharge or termination of employment; 2. breach of written or implied contract of employment; 3. employment related misrepresentation; 4. wrongful deprivation of a career opportunity, failure to grant tenure or negligent employee evaluation; 5. harassment, unlawful discrimination or failure to provide adequate employee procedures and policies; 6. retaliation; or 7. defamation or invasion of privacy, <p>arising solely as a result of the employment or non-employment by you of such employee.</p>
Extradition proceeding	Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or any similar or successor legislation in any other jurisdiction, including any associated appeals.
Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf.
Health and safety/ manslaughter claim	Any claim under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.
Health and safety/ manslaughter investigation	Any investigation under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.
Insured person	<ol style="list-style-type: none"> 1. Any natural person who was, is, or during the period of insurance becomes a director, partner, member or officer of you. 2. Any de facto director of you whilst acting in such capacity for you. 3. Any shadow director as defined under Section 251 of the Companies Act 2006 or any similar or successor legislation in any other jurisdiction. 4. Any employee of you. 5. The lawful spouse, civil or unmarried partner of any person in 1 to 4 above solely because of their spousal, civil or unmarried partner relationship following a claim or investigation against that person. 6. The estates, heirs or legal representatives of any person in 1 to 5 above who has died or become incapacitated, insolvent or bankrupt but only for a claim or investigation against that person. <p>Insured person does not include any external auditor or any liquidator, receiver, administrative receiver or other insolvency practitioner or officer of you or your assets.</p>
Investigation	An official examination, official enquiry or official investigation into your business activities, or into an insured person , arising from activities performed in their capacity as an insured person , first notified as being required during the period of insurance and conducted by any regulator, government department or other body legally empowered.

Investigation does not include any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of **your** industry which is not solely related to **your** or any **insured person's** conduct.

Investigation mitigation costs

Reasonable and necessary costs incurred by an **insured person** to prevent or minimise the likelihood of an **investigation** or mitigate the potential consequences of an **investigation** which, if such steps were not taken, would be likely to result in an **investigation** being brought against such **insured person** that would be covered by this section of the **policy** or would be likely to increase the severity of such an **investigation**.

Legal representation costs

1. Reasonable and necessary legal costs, fees, charges and expenses, not including any overheads, additional costs or remuneration, for which **you** are legally liable, incurred with **our** prior written agreement for legal representation directly in relation to an **investigation**.
2. **Emergency legal representation costs**.

Loss

In respect of a **claim** or **investigation** the amount any **insured person** becomes legally liable to pay, including following a settlement entered into with **our** written agreement, for:

1. awards of damages, including punitive, exemplary and multiplied damages and civil fines and penalties if insurable in the jurisdiction where such award was first ordered;
2. claimants' legal costs and expenses;
3. **defence costs** and **legal representation costs**; and
4. **public relations expenses**.

Loss does not include any criminal fines or penalties, regulator's costs or expenses (including Health and Safety Executive fees for intervention or similar regulator's costs and expenses), taxes (except for personal tax liability), remuneration, **employee contract benefits**, or punitive, exemplary and multiplied damages in relation to an **employment claim**.

Outside entity

Any organisation other than **you**:

1. that is tax exempt and not for profit; or
2. in which **you** hold any issued share.

Outside entity does not include:

1. any company which is registered or domiciled outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar;
2. any company whose securities are traded on any stock exchange in the USA or Canada; or
3. any bank, investment company, investment advisor or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage, insurer, or any similar financial organisation or institution including any organisation regulated by the FCA, PRA or any similar regulator.

Personal data

Any information about an individually identifiable natural person, including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.

Pollution

Any actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any solid, liquid, gaseous or thermal contaminant or irritant, including, but not limited to, lead, smoke, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals or waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed), or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any such material.

Pre-investigation costs

Reasonable and necessary costs incurred by an **insured person** with **our** prior written agreement to notify a regulator, government department or other body legally empowered of any material breach, incident or event occurring within the **geographical limits** where such notice is obligatory and it is likely that a covered **investigation** will be brought as a result of the notification.

Prior and pending date

The date on which **you** first purchased directors' and officers' liability insurance that has run continuously without a break in cover. If since that date **you** have merged or consolidated with another company, or any party has acquired more than 50% of **your** issued share capital or the majority of **your** voting rights, the 'prior and pending date' will be the date of such merger, consolidation or acquisition.

Property damage

The loss, damage or destruction of any tangible property including loss of use of such property.

Public relations expenses	The reasonable and necessary costs incurred with our prior written agreement in utilising the services of a public relations consultant.
Securities	Any debt or equity interest in you .
Social engineering communication	Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
Subsidiary	<p>Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar 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; or control 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 or investigation against an insured person arising from any wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken place before it ceased to be a subsidiary.</p>
Unintentional error	Any error or omission by anyone that was not intentional or deliberate.
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 solely in their capacity as a director, partner, member, officer or employee of:</p> <ol style="list-style-type: none"> you; or for the purposes of the cover in What is covered, Outside entity, an outside entity, including: <ol style="list-style-type: none"> breach of any duty, including fiduciary or statutory duty, breach of confidence; breach of trust; negligence, negligent misstatement, misleading statement or negligent misrepresentation; defamation; wrongful trading under Section 214 of the Insolvency Act 1986 or any similar or successor legislation, including its equivalent legislation in any other jurisdiction; breach of warranty of authority; or any other act, error or omission attempted or allegedly committed or attempted by an insured person solely because of their status as a director, partner, member, officer or employee of you.
You/your	<p>Also includes any subsidiary:</p> <ol style="list-style-type: none"> existing at the start of the period of insurance; created or acquired during the period of insurance provided that the newly created or acquired subsidiary does not trade any of its securities on any stock exchange.

What is covered

1. Claims against an insured person

Losses including defence costs

Health and safety/
manslaughter

Pension or employee
benefit schemes

Pollution

- a. **We** will pay on behalf of any **insured person** the **loss** arising from a **claim** against any **insured person** for any **wrongful act** within the **geographical limits**, including any:
 - i. **health and safety/ manslaughter claim**;
 - ii. **claim** arising from an **insured person's** operation or administration of any pension or employee benefit scheme or trust fund of **yours**;
 - iii. **claim** arising from **pollution**;
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Employment claims	iv. employment claim. This cover does not apply if the insured person is covered under the Management liability – employment practices liability section of this policy ;
Outside entity	v. claim arising directly from any activity performed by an insured person in their capacity as a director or officer of an outside entity , provided that the insured person acts in that capacity at your specific written request. However, we will only pay in excess of any indemnity provided by the outside entity to its directors, partners, members or officers or any other insurance available to such individuals for such claim ; or
Cyber incidents	vi. claim arising from the management of, or response to, any cyber attack or other cyber-related incident or event.
Emergency defence costs	b. We will pay emergency defence costs in relation to a covered claim .
2. Investigations	
Losses including legal representation costs	a. We will pay on behalf of any insured person the loss arising from an investigation arising from any wrongful act , act, incident or occurrence performed, taking place, or alleged to have taken place within the geographical limits , including any: <ul style="list-style-type: none"> i. health and safety/ manslaughter investigation; ii. investigation arising from an insured person's operation or administration of any pension or employee benefit scheme or trust fund of yours; iii. investigation arising from pollution; or iv. investigation arising directly from any activity performed by an insured person in their capacity as a director or officer of an outside entity, provided that the insured person acts in that capacity at your specific written request. However, we will only pay in excess of any indemnity provided by the outside entity to its directors or officers or any other insurance available to such individuals for such investigation.
Health and safety/ manslaughter	
Pension or employee benefit schemes	
Pollution	
Outside entity	
Investigation mitigation costs	b. We will also pay investigation mitigation costs in relation to a covered investigation , provided that: <ul style="list-style-type: none"> i. where reasonably possible, the insured person must obtain our prior written agreement before incurring such costs. Where it is not possible to obtain our written agreement, the insured person must notify us as soon as possible after such sums are incurred; and ii. we will not pay for the costs incurred in dealing with routine business, regulatory, legal, compliance or other matters, which could lead to an investigation if not complied with. <p>We will not make any payment for any part of an investigation not covered by this section.</p>
Pre-investigation costs	c. We will pay pre-investigation costs in relation to a covered investigation .
Emergency legal representation costs	d. We will pay emergency legal representation costs in relation to a covered investigation .
3. Entity 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 covered claim or investigation . If you are permitted or obliged to provide such payment but fail to do so for any reason other than your insolvency, regardless of whether you advanced payment or indemnified an insured person for such loss , we will pay the amount of the claim or investigation less any relevant excess .
4. Additional covers	a. We will pay on behalf of any insured person :
Extradition proceedings	i. the loss arising from any extradition proceeding against any insured person during the period of insurance arising from any wrongful act , act, incident or occurrence performed, taking place or alleged to have taken place within the geographical limits ;
Deprivation of assets expenses	ii. their deprivation of assets expenses , if, as a direct result of a covered claim or investigation , an interim or interlocutory order: <ul style="list-style-type: none"> a. confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of an insured person; or

	b.	creating a charge over real property or the personal assets of the insured person ; is made, other than where the court has made an allowance for the insured person in respect of such sums;
Public relations expenses	iii.	public relations expenses following a covered claim or investigation to mitigate the actual or potential adverse effect on their reputation by disseminating news of a final adjudication that absolved them of any fault. The insured person must obtain our prior written agreement before incurring such costs;
Bail costs	iv.	bail costs arising from a covered claim or investigation ;
Personal tax liability	v.	their liability occurring in the period of insurance within the geographical limits under any insolvency rules or insolvency legislation to pay your unpaid taxes following your insolvency, dissolution, administration or winding up, where such liability arises solely as a result of the insured person's status as your director, partner, member or officer;
Additional defence costs and legal representation costs	vi.	<p>additional defence costs and legal representation costs in the event that the limit of indemnity for this section is exhausted, provided that the insured person has previously not been the subject of a claim or investigation that led to the exhaustion of the limit of indemnity for this section.</p> <p>Where an insured person has been the subject of such a claim or investigation, any amount we will pay on behalf of that individual will be reduced by an amount equal to the amount of that claim or investigation or the part of that claim or investigation relating to such individual.</p> <p>We will only pay in excess of any other insurance available to such individuals.</p>
Court attendance compensation	b.	If any insured person has to attend court as a witness in connection with a claim or investigation covered under this section, we will pay you compensation for each day, or part of a day that their attendance is required by us .
Loss of data resulting from a cyber incident	c.	We will pay on behalf of any insured person the loss arising from a claim against that insured person , including any claim by any data subjects relating to personal data , where any such claim is based upon, attributable to or arising from any loss or misuse of data as a direct result of a cyber attack , a hacker or that insured person's own unintentional error. We will not cover defence costs in relation to such claims .

What is not covered	We will not make any payment for any claim , loss , investigation , or any other liability under this section:	
Deliberate or dishonest acts	1.	<p>against or suffered by an insured person based upon, attributable to or arising out of:</p> <ol style="list-style-type: none"> a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation; an act intended to secure or which does secure a personal profit or advantage to which the individual concerned was not legally entitled; an act intended to secure or which does secure a profit for any other company or entity to which that company or entity was not legally entitled, <p>where such act or omission was committed or condoned by that insured person.</p> <p>These exclusions will only apply after a judgment or other final adjudication or an admission by the insured person that such act or omission did occur. In the event of such finding or admission, the insured person must reimburse all payments made by us in relation to the corresponding claim, loss or investigation.</p>
Prior claims and litigation	2.	<p>based upon, attributable to or arising out of:</p> <ol style="list-style-type: none"> anything that has been reported to and accepted under any policy existing or expired, before the start of the period of insurance; or any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving an insured person, you or an outside entity, initiated before the prior and pending date.
Securities offerings	3.	<p>based upon, attributable to or arising out of any claim or investigation in relation to any actual public offering of your securities.</p> <p>This exclusion does not apply to a failed public offering of your securities.</p>

Claims brought by a related party in the United States of America	<p>4. based upon, attributable to or arising out of any claim brought or maintained by you, an outside entity or an insured person within or subject to the laws of the United States of America. This exclusion will not apply to:</p> <ul style="list-style-type: none"> a. defence costs; b. any shareholder derivative proceedings in your name without your or any insured person's solicitation, assistance or participation; c. any claim brought by your liquidator, receiver or administrative receiver or similar body; d. any employment claim; e. any claim made by a former insured person; or f. any claim seeking a contribution or indemnity if such claim is otherwise covered by this section.
Bodily injury and property damage	<p>5. for bodily injury or property damage. This exclusion does not apply to any health and safety/manslaughter claim. However, we will not in any event make any payment for any health and safety/manslaughter claim arising from the use, ownership or possession of any motor vehicle in relation to which the insured person is obliged under any compulsory insurance law to maintain insurance.</p>
Pollution clean-up costs	<p>6. based upon, attributable to or arising out of any:</p> <ul style="list-style-type: none"> a. statutory, contractual or common law obligation you or an insured person have to clean up or remedy any pollution or contamination; or b. land or property being identified as contaminated land under the Environmental Protection Act 1990 or any similar or successor legislation.
Takeovers and mergers	<p>7. based upon, attributable to or arising out of any wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken, after:</p> <ul style="list-style-type: none"> a. you merge or consolidate with another company; or b. any party acquires: <ul style="list-style-type: none"> i. more than 50% of your issued share capital; ii. the majority of your voting rights; or iii. the right to appoint or remove a majority of your board of directors.
Changes to subsidiaries	<p>8. based upon, attributable to or arising out of any wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken place:</p> <ul style="list-style-type: none"> a. before the date of creation or acquisition by you of such subsidiary; or b. after an entity ceases to be a subsidiary.
Financial advantage	<p>9. based upon, attributable to or arising out of the gaining of any financial advantage to which the insured person was not entitled, including the repayment of any wrongfully received monies.</p>
Defined benefit pension schemes	<p>10. 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 outside the applicable courts	<p>11. first brought outside the applicable courts. This exclusion also applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Cyber incidents	<p>12. based upon, attributable to or arising out of any:</p> <ul style="list-style-type: none"> a. cyber attack; b. hacker; c. unintentional error in or affecting any computer or digital technology; d. social engineering communication; or e. claims by any data subjects relating to personal data arising from a. to d. above. <p>This exclusion does not apply to any claim:</p> <ul style="list-style-type: none"> i. covered under What is covered, 4. Additional covers, c. Loss of data resulting from a cyber incident; or

- ii. brought by **you**, any shareholder or creditor of **yours** or any **insured person**, directly due to the **insured person's** management of or response to, a. to d. above.

Where a **claim** is covered under i. and ii. above, **we** will treat the **claim** as covered under i. **We** will not cover **defence costs** in relation to such **claims**.

Special conditions

General terms	<p>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 6, Premium payment which applies only to you.</p> <p>General conditions 3 and 4 shall not apply to this section.</p> <p>General condition 7. Cancellation shall only apply to this section at the end of the period of insurance or the anniversary date whichever comes first.</p> <p>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.</p>						
Information provided by an insured person	<p>All information which any insured person provided 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 or investigation against such other insured person.</p>						
Severability of exclusions	<p>When determining the applicability of the exclusions within What is not covered, the wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken place of one insured person shall not be imputed onto any other insured person who neither committed nor condoned such wrongful act, act, incident or occurrence.</p>						
Extended notification period	<p>If:</p> <ol style="list-style-type: none">1. we or you refuse to renew this section of the policy for any reason other than non-payment of premium, administration, liquidation or insolvency; or2. you merge or consolidate with another entity or any party acquires more than 50% of your issued share capital or the majority of your voting rights during the period of insurance; <p>you or any insured person may make a request to us in writing for an extended notification period, which will be granted at our sole discretion. If we agree to such request, the extended notification period will be granted in accordance with the options stated below:</p> <table><tr><td>One-year period</td><td>200% of the annual premium for this section</td></tr><tr><td>Two-year period</td><td>300% of the annual premium for this section</td></tr><tr><td>Three-year period</td><td>400% of the annual premium for this section</td></tr></table> <p>The premium for any extended notification period to which we agree must be paid to us within 90 days following the end of the period of insurance.</p> <p>If you or an insured person does so:</p> <ol style="list-style-type: none">1. we will cover an insured person for any covered claim, loss or investigation arising during the extended notification period, subject to the terms and conditions of this section. We will not cover any wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken place after the end of the original period of insurance; and2. the first paragraph 1a. under Your obligations in this section will then be amended to: unless you or any insured person notifies us as soon as reasonably practicable and within the period of insurance or the extended notification period of the following: <p>The limit of indemnity for any extended notification period will be part of and not in addition to the limit of indemnity stated in the schedule.</p> <p>The entire premium for this section is considered fully earned at the beginning of any extended notification period. We will not refund any premium if you or any insured person cancels the extended notification period before it ends.</p> <p>We will not in any event agree to any request from you or any insured person to purchase an extended notification period if:</p> <ol style="list-style-type: none">1. cover under this section is continued solely as a result of the former directors special condition or an extended notification period;	One-year period	200% of the annual premium for this section	Two-year period	300% of the annual premium for this section	Three-year period	400% of the annual premium for this section
One-year period	200% of the annual premium for this section						
Two-year period	300% of the annual premium for this section						
Three-year period	400% of the annual premium for this section						

2. this section of the **policy** is replaced or succeeded by any other policy providing directors' and officers' liability cover; or
3. this section or the **policy** is cancelled, other than by **you** on an anniversary date.

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.

Management buy-outs

If during the **period of insurance** the existing management conduct a management buy-out, **we** agree to provide cover to the same level and terms of this **policy** for the new company for a period of 30 days from the buy-out date for any **wrongful act**, act, incident or occurrence performed, or taking place, or alleged to have taken place by any individual **insured person** subsequent to the buy-out.

We will only provide such cover if the new company is domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar.

This cover will only apply excess of any other insurance and indemnification available from any other source.

Former directors

In the event that **you** do not renew or replace this section of the **policy**, and only in respect of any **insured person** who ceases to be a director, partner, member or officer of **you** prior to the date of non-renewal for reasons other than disqualification from holding such position or **your** insolvency, administration or liquidation, this section shall continue in force indefinitely from the date of non-renewal, provided that:

1. this section shall only apply to **claims** or **investigations** arising from any **wrongful act**, act, incident or occurrence performed, or taking place, or alleged to have taken place prior to the date that the **insured person** ceased to be a director, partner, member or officer of **you**;
2. no similar insurance is effected elsewhere; and
3. this section or the **policy** has not been cancelled, other than by **you** on an anniversary date.

How much we will pay

The most **we** will pay for each **claim, loss, investigation**, or any other covered liability, including their **defence costs** and **legal representation costs** is the limit of indemnity stated in the schedule.

All **claims, losses, investigations**, or any other covered liabilities and circumstances likely to give rise to a **claim, loss, investigation**, or any other covered liability, which arise from the same original cause, a single source or a repeated or continuing shortcoming will be regarded as one claim under the **policy**. This includes **claims, losses, investigations**, and any other covered liabilities arising after, as well as during, the **period of insurance**.

Each **claim, loss, investigation**, or other covered liability shall be treated as first made when **we** receive notice of the first **claim, loss, investigation**, or other covered liability.

You must pay any relevant **excess** stated in the schedule.

Paying out the limit of indemnity

At any stage of a **claim, investigation**, or any other covered liability, **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 that **claim, loss, investigation** or any other covered liability.

Special limits

All special limits below are included within, and not in addition to, the limit of indemnity stated on the schedule.

The most **we** will pay in total for each item below is the corresponding amount stated in the schedule, regardless of the number of **claims, losses** or **investigations**, or any other covered liabilities:

Public relations expenses

1. **public relations expenses**;

Emergency defence costs

2. **emergency defence costs**;

Emergency legal representation costs

3. **emergency legal representation costs**;

Deprivation of assets expenses

4. **deprivation of assets expenses**;

Personal tax liability

5. cover under **What is covered, 4. Additional covers**, v. Personal tax liability;

Investigation mitigation costs

6. **investigation mitigation costs**;

Pre-investigation costs	7. pre-investigation costs;
Bail costs	8. bail costs;
Court attendance compensation	9. court attendance compensation, including any court attendance compensation payable under any Management liability sections of this policy ; and
Loss of data resulting from a cyber incident	10. cover under What is covered, 4. Additional covers , c. Loss of data resulting from a cyber incident.
Additional cover	The limit below is in addition to the limit of indemnity stated on the schedule.
Additional defence costs and legal representation costs	The most we will pay in total for all defence costs and legal representation costs under What is covered, 4. Additional cover , vi. Additional defence costs and legal representation costs, is the amount stated in the schedule, regardless of the number of claims and investigations .

Your obligations

Notification	<p>1. We will not make any payment under this section:</p> <ul style="list-style-type: none"> a. unless you or any insured person notifies us as soon as reasonably practicable of the following within the period of insurance or at the latest within 90 days after it expires for any problem you or such insured person becomes aware of within the 30 days before expiry: <ul style="list-style-type: none"> i. the insured person's first awareness of any wrongful act that is likely to lead to a claim; ii. any claim or anything likely to lead to a claim against an insured person; iii. any investigation into you or an insured person; iv. the threat or commencement of any disqualification proceedings against any insured person; or v. the insured person's first awareness of any act, omission or occurrence that is likely to lead to any other covered liability, b. to any insured person if, prior to the period of insurance, such insured person had knowledge of a material misstatement in or omission from the information provided to us upon which we agreed to insure you. <p>2. When dealing with a third party, you or the insured person must not admit that you or the insured person are liable for what has happened, or make any offer, deal or payment without our prior written agreement. If you or an insured person does, we may reduce any payment we make under this policy by an amount equal to the detriment we have suffered as a result.</p>
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Control of defence and payment under this section

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**, **investigation**, or any other covered liability. **You** and the **insured person** should not do anything which may prejudice **our** position.

We have the right, but not the obligation, to take control of and conduct in **your** name or the name of any **insured person**, the investigation, settlement or defence of any **claim**, **investigation**, or any other covered liability. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim**, **investigation**, or any other covered liability.

Where there is a dispute between **us** and any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **investigation**, or any other covered liability, the **insured person** 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**, **investigation**, or any other covered liability will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

We shall pay **defence costs** and **legal representation costs**, above any **excess**, covered by this section on an ongoing basis prior to the final resolution of any **claim**, **investigation**, or any other covered liability. **You** and/or any **insured person** must reimburse **us** for any

defence costs and **legal representation costs** paid where it is determined there is no entitlement under this section.

If a **claim** or **investigation** is made which is not wholly covered by this section or is also made against an **insured person** and any other party which is not covered under this section, **we** 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.

Management liability – corporate legal liability

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. Cover under this section is given on an each and every claim or loss basis unless otherwise specified.

Special definitions for this section

Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Bodily injury	Mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding first made against you during the period of insurance alleging a wrongful act and seeking monetary damages or other legal relief or penalty.
Computer or digital technology	Any programs , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
Cyber attack	<p>Any digital attack or interference, whether by a hacker or otherwise, designed to disrupt access to, the operation of or cause damage to any data or computer or digital technology, including but not limited to any:</p> <ol style="list-style-type: none">1. programs designed to damage, disrupt, extract data from, or gain unauthorised access to computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or2. denial of service attack or distributed denial of service attack.
Data subject	Any natural person who is the subject of personal data .
Defence costs	<ol style="list-style-type: none">1. Reasonable costs, not including any overheads, additional costs or remuneration, incurred with our prior written agreement to investigate, settle or defend any claim made against you 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.2. Emergency defence costs.
Emergency defence costs	Reasonable and necessary costs, not including any overheads, additional costs or remuneration, where it is not possible to obtain our prior written agreement, provided that you notify us as soon as possible after such sums are incurred.
Emergency legal representation costs	Reasonable and necessary costs, not including any overheads, additional costs or remuneration to investigate or respond to any investigation , where it is not possible to obtain our prior written agreement, provided that you notify us as soon as possible after such sums are incurred.
Employee	<ol style="list-style-type: none">1. Any person under a contract of service with you.2. Any independent person seconded to you.3. Any applicant or candidate for employment with you.
Employee dishonesty loss	Your direct financial loss discovered during the period of insurance in the performance of your business within the geographical limits , arising from the dishonesty of an employee , where there was a clear intention to cause you financial loss or damage and to obtain a personal financial gain in addition to salary, bonus or commission.
Employment claim	<p>Any claim by any employee for any actual or alleged:</p> <ol style="list-style-type: none">1. wrongful, unfair or constructive dismissal, discharge or termination of employment;2. breach of written or implied contract of employment;3. employment related misrepresentation;

4. wrongful deprivation of a career opportunity, failure to grant tenure or negligent employee evaluation;
 5. harassment, unlawful discrimination or failure to provide adequate employee procedures and policies;
 6. retaliation; or
 7. defamation or invasion of privacy;
- arising solely as a result of the employment or non-employment by **you** of such **employee**.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

Health and safety /manslaughter claim

Any **claim** under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.

Health and safety/ manslaughter investigation

Any **investigation** under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.

Identity crime

An agreement entered into by any third party representing themselves as **you**.

Investigation

An official examination, official enquiry or official investigation into **you** first notified as being required during the **period of insurance** and conducted by any regulator, government department or other body legally empowered.

Investigation does not include any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of **your** industry which is not solely related to **your** conduct.

Investigation mitigation costs

Reasonable and necessary costs incurred by **you** to prevent or minimise the likelihood of an **investigation** or mitigate the potential consequences of an **investigation** which, if such steps were not taken, would be likely to result in an **investigation** being brought against **you** that would be covered by this section of the **policy** or would be likely to increase the severity of such an **investigation**.

Legal representation costs

1. Reasonable and necessary legal costs, fees, charges and expenses, not including any overheads, additional costs or remuneration, for which **you** are legally liable, incurred with **our** prior written agreement for legal representation directly in relation to an **investigation**.
2. **Emergency legal representation costs**.

Loss

In respect of a **claim** or **investigation** the amount **you** become legally liable to pay, including following a settlement entered into with **our** written agreement, for:

1. awards of damages, including punitive, exemplary and multiplied damages, and civil fines and penalties if insurable in the jurisdiction where such award was first ordered;
2. claimants' legal costs and expenses;
3. **defence costs and legal representation costs**; and
4. **public relations expenses**.

Loss does not include any criminal fines or penalties, regulator's costs or expenses (including Health and Safety Executive fees for intervention or similar regulator's costs and expenses), taxes or remuneration.

Personal data

Any information about an individually identifiable natural person, including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.

Pollution

Any actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any solid, liquid, gaseous or thermal contaminant or irritant, including, but not limited to, lead, smoke, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals or waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed), or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any such material.

Pre-investigation costs

Reasonable and necessary costs incurred by **you** with **our** prior written agreement to notify a regulator, government department or other body legally empowered of any material breach, incident or event occurring within the **geographical limits** where such notice is obligatory and it is likely that a covered **investigation** will be brought as a result of the notification.

Prior and pending date	The date on which you first purchased corporate legal liability or other equivalent entity insurance that has run continuously without a break in cover. If during such period you have merged or consolidated with another company or entity, or any party has acquired more than 50% of your issued share capital or the majority of your voting rights, the 'prior and pending date' will be the date of such merger, consolidation or acquisition.
Property damage	The loss, damage or destruction of any tangible property including loss of use of such property.
Public relations expenses	The reasonable and necessary costs incurred with our prior written agreement in utilising the services of a public relations consultant.
Relevant person	<ol style="list-style-type: none"> Any natural person who was, is, or during the period of insurance becomes a director, partner, member or officer of you. Any de facto director of you whilst acting in such capacity for you. Any shadow director as defined under Section 251 of the Companies Act 2006 or any similar or successor legislation in any other jurisdiction. Any employee of you. The lawful spouse, civil or unmarried partner of any person in 1 to 4 above solely because of their spousal, civil or unmarried partner relationship following a claim or investigation against that person. The estates, heirs or legal representatives of any person in 1 to 5 above who has died or become incapacitated, insolvent or bankrupt but only for a claim or investigation against that person. <p>Relevant person does not include any external auditor or any liquidator, receiver, administrative receiver or other insolvency practitioner or officer of you or your assets.</p>
Securities	Any debt or equity interest in you .
Social engineering communication	Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
Subsidiary	<p>Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar 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; or control 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 or investigation against you arising from any act, incident or occurrence performed, or taking place, or alleged to have taken place before it ceased to be a subsidiary.</p>
Unintentional error	Any error or omission by anyone that was not intentional or deliberate.
Wrongful act	<p>Any actual or alleged act, error or omission committed or attempted by you including:</p> <ol style="list-style-type: none"> breach of any duty, including fiduciary or statutory duty, breach of confidence or data loss; breach of trust; negligence, negligent misstatement, misleading statement or negligent misrepresentation; breach of warranty of authority; or any other act, error or omission attempted or allegedly committed or attempted by you.
You/your	<p>Also includes any subsidiary:</p> <ol style="list-style-type: none"> existing at the start of the period of insurance; created or acquired during the period of insurance provided that the newly created or acquired subsidiary does not trade any of its securities on any stock exchange.

What is covered

1. Claims against you

Losses including defence costs

Health and safety/
manslaughter

Pension or employee
benefit schemes

Shareholder pollution claims

Cyber incidents

Identity crime

Taxation

Defence costs only

Pollution

Emergency defence costs

- a. **We** will pay on **your** behalf the **loss** arising from a **claim** against **you** for any **wrongful act** within the **geographical limits**, including any:
- i. **health and safety/manslaughter claim**;
 - ii. **claim** arising from **your** operation or administration of any pension or employee benefit scheme or trust fund of **yours**;
 - iii. **claim** arising from **pollution** brought by any shareholder of **you** either directly or derivatively;
 - iv. **claim** arising from the management of, or response to, any **cyber attack** or other cyber-related incident or event;
 - v. **claim** arising from **identity crime**;
 - vi. **claim** arising from **your** failure to comply with any taxation regulations; or
- b. **We** will pay on **your** behalf the **defence costs** only arising from a **claim** against **you** for any **wrongful act** within the **geographical limits**:
- i. arising from **pollution**, other than for a **claim** brought by any shareholder of **you** either directly or derivatively.
- c. **We** will pay **emergency defence costs** in relation to a covered **claim**.

2. Investigations

Losses including legal representation costs

Health and
safety/manslaughter

Pension or employee
benefit schemes

Pollution

Taxation

Investigation mitigation costs

- a. **We** will pay on **your** behalf the **loss** arising from an **investigation** and arising from any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place within the **geographical limits**, including any:
- i. **health and safety/manslaughter investigation**;
 - ii. **investigation** arising from **your** operation or administration of any pension or employee benefit scheme or trust fund;
 - iii. **investigation** arising from **pollution**; or
 - iv. **investigation** arising from **your** failure to comply with any taxation regulations; or
- b. **We** will also pay **investigation mitigation costs** in relation to a covered **investigation**, provided that:
- i. where reasonably possible, **you** must obtain **our** prior written agreement before incurring such costs. Where it is not possible to obtain **our** written agreement, **you** must notify **us** as soon as possible after such sums are incurred; and
 - ii. **we** will not pay for the costs incurred in dealing with routine business, regulatory, legal, compliance or other matters, which could lead to an **investigation** if not complied with.
- We** will not make any payment for any part of an **investigation** not covered by this section.
- c. **We** will pay **pre-investigation costs** in relation to a covered **investigation**.
- d. **We** will pay **emergency legal representation costs** in relation to a covered **investigation**.

Pre-investigation costs

Emergency legal representation costs

3. Additional covers

Public relations expenses

- a. **We** will pay **public relations expenses** on **your** behalf following a covered **claim** or **investigation** which, without the incurrence of **public relations expenses**, would in the reasonable opinion of **your** Chief Financial Officer or equivalent be likely to result in the imminent reduction in **your** gross annual revenue of more than 20%, by reference to **your** most recent financial forecast. **You** must obtain **our** prior written agreement before incurring such costs.

Court attendance compensation	b. If any relevant person has to attend court as a witness in connection with a claim or investigation covered under this section, we will pay you compensation for each day; or part of a day that their attendance is required by us .
Dishonesty of employees	c. We will pay your employee dishonesty loss.
Loss of documents	d. If during the period of insurance any document, information or data of yours which is necessary for the performance of your business is lost, damaged or destroyed while in your possession within the geographical limits , we will pay the reasonable expenses you incur with our prior written agreement in restoring or replacing it.
What is not covered	We will not make any payment for any claim, loss, investigation, or any other liability under this section:
Deliberate or dishonest acts	<p>1. against or suffered by you based upon, attributable to or arising out of:</p> <ul style="list-style-type: none"> a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation; b. an act intended to secure or which does secure profit or advantage to which the individual concerned is not legally entitled; or c. an act intended to secure or which does secure a profit for any other company or entity to which the company or entity was not legally entitled. <p>where such act or omission was committed or condoned by you or any individual who falls within paragraphs 1. to 3. of the definition of relevant person. This exclusion will only apply after a judgment or other final adjudication or an admission by you or the relevant person that such act, breach of statute or omission did occur. In the event of such finding or admission, you must reimburse all payments made by us in relation to the corresponding claim, loss or investigation.</p>
Prior claims and litigation	<p>2. based upon, attributable to or arising out of:</p> <ul style="list-style-type: none"> a. anything that has been reported to and accepted under any policy existing or expired, before the start of the period of insurance; or b. any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving a relevant person or you, initiated before the prior and pending date.
Defamation	3. based upon, attributable to or arising out of defamation.
Claims by you or a relevant person	<p>4. based upon, attributable to or arising out of any claim brought or maintained by:</p> <ul style="list-style-type: none"> a. you; or b. a relevant person within or subject to the laws of the United States of America. <p>This exclusion does not apply to:</p> <ul style="list-style-type: none"> i. defence costs; ii. any shareholder derivative proceedings brought in your name without your or any relevant person's solicitation, assistance or participation; iii. any claim brought by your liquidator, receiver or administrative receiver or similar body; or iv. any claim seeking a contribution or indemnity if such claim would otherwise be covered by this section.
Bodily injury and property damage	5. for bodily injury or property damage . This exclusion does not apply to any health and safety/manslaughter claim . However, we will not in any event make any payment for any health and safety/manslaughter claim arising from the use, ownership or possession of any motor vehicle in relation to which you are obliged under any compulsory insurance law to maintain insurance.
Pollution clean-up costs	<p>6. based upon, attributable to or arising out of any:</p> <ul style="list-style-type: none"> a. statutory, contractual or common law obligation you have to clean up or remedy any pollution or contamination; or b. land or property being identified as contaminated land under the Environmental Protection Act 1990 or any similar or successor legislation.
Takeovers and mergers	7. based upon, attributable to or arising out of any wrongful act , act, incident or occurrence performed, taking place, or alleged to have taken place, after:

	<ul style="list-style-type: none"> a. you merge or consolidate with another company; or b. any party acquires: <ul style="list-style-type: none"> i. more than 50% of your issued share capital; ii. the majority of your voting rights; or iii. the right to appoint or remove a majority of your board of directors.
Changes to subsidiaries	<p>8. based upon, attributable to or arising out of any wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken place:</p> <ul style="list-style-type: none"> a. before the date of creation or acquisition by you of such subsidiary; or b. after an entity ceases to be a subsidiary.
Financial advantage	<p>9. based upon, attributable to or arising out of the gaining of any financial advantage to which the you were not entitled, including the repayment of any wrongfully received monies.</p>
Defined benefit pension schemes	<p>10. based upon, attributable to or arising out of your operation or administration of any defined benefit pension scheme or the breach of any legislation or regulation relating to these activities.</p>
Failure to fund pension and employee benefit schemes	<p>11. based upon, attributable to or arising out of your failure to fund any pension, employee benefit scheme or trust fund.</p>
Employment claims	<p>12. based upon, attributable to or arising out of any employment claim.</p>
Products	<p>13. based upon, attributable to or arising out of the manufacture, sale, supply, installation or maintenance of any product.</p>
Securities offerings	<p>14. based upon, attributable to or arising out of any claim or investigation in relation to any actual public offering of your securities.</p>
Infringement of intellectual property	<p>15. based upon, attributable to or arising out any actual or alleged infringement of patent, trademark, infringement of copyright, intellectual property right or registered design.</p>
Contractual liability	<p>16. based upon, attributable to or arising out any claim or investigation in respect of a breach of contract, whether actual or implied, written or oral which is greater than the liability you would have at law without the contract.</p>
Market fluctuation	<p>17. based upon, attributable to or arising out of any market trends or fluctuations over which you or any relevant person have no control.</p>
Anti-competitive practices	<p>18. based upon, attributable to or arising out of any breach of anti-competition laws or regulations.</p>
Breach of duty to customers	<p>19. where any claim is brought by your client or customer and which arises directly out of any breach of duty by any person in the provision of products or services to that client or customer. This exclusion does not apply to:</p> <ul style="list-style-type: none"> a. legal representation costs or any insurable civil fines or penalties associated with an investigation resulting from the claim; or b. any health and safety/manslaughter claim.
Claims outside the applicable courts	<p>20. first brought outside the applicable courts.</p> <p>This exclusion also applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Defence costs only	<p>21. other than defence costs for any claim covered under What is covered, 1. Claims against you, b. Defence costs only.</p>
Cyber incidents	<p>22. based upon, attributable to or arising out of any:</p> <ul style="list-style-type: none"> a. cyber attack; b. hacker; c. unintentional error in or affecting any computer or digital technology; or d. social engineering communication.

This exclusion does not apply to any **claim** brought by any shareholder or creditor of **you** either directly or derivatively, directly due to **your** management of or response to a. to d. above. However, **we** will not, in any event, make any payment for any **claims** by **data subjects** relating to **personal data** arising from a. to d. above.

Matters specific to dishonesty of employees

- B. **We** will not make any payment under **What is covered, 3. Additional covers, c. Dishonesty of employees** for any **employee dishonesty loss** based upon, attributable to or arising out of:
1. any accounting or arithmetical error or omission or unexplained shortage;
 2. any default or non-payment of any loan or other credit arrangement;
 3. **your** or any **relevant person's** expenses incurred in establishing the amount of any financial loss;
 4. any loss of interest, loss of profit or any any indirect losses which result from the incident which caused **you** to claim; or
 5. any act, breach, omission or infringement deliberately, spitefully, dishonestly or recklessly committed, condoned or ignored by any director, officer or partner of **yours**.

Special conditions

Extended notification period

- If:
1. **we** or **you** refuse to renew this section of the **policy** for any reason other than non-payment of premium, administration, liquidation or insolvency; or
 2. **you** merge or consolidate with another entity or any party acquires more than 50% of your issued share capital or the majority of **your** voting rights during the **period of insurance**;
- you** may make a request to **us** in writing for an extended notification period, which will be granted at **our** sole discretion. If **we** agree to such request, the extended notification period will be granted in accordance with the options stated below:

One-year period	200% of the annual premium for this section
Two-year period	300% of the annual premium for this section
Three-year period	400% of the annual premium for this section

If **we** agree to grant **you** an extended notification period, this section will remain in force but only in respect of any covered **claim, loss, investigation** or any other covered liability arising from any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place before the end of the original **period of insurance**.

This extended notification period is only available if **we** receive written notice of purchase from **you** and the premium is paid to **us** within 90 days following the end of the **period of insurance**.

If **you** do so, the first paragraph 1a. under **Your obligations** in this section will then be amended to:

- a. unless **you** notify **us** as soon as reasonably practicable of the following, and within the **period of insurance** or the extended notification period:

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

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

We will not in any event agree to any request from **you** to purchase an extended notification period if:

1. cover under this section is continued solely as a result of an extended notification period;
2. this section of the **policy** is replaced or succeeded by any other policy providing corporate legal or equivalent entity cover; or
3. this section or the **policy** is cancelled, other than by **you** on an anniversary date.

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.

Management buy-outs

If during the **period of insurance** the existing management conduct a management buy-out, **we** agree to provide cover to the same level and terms of this **policy** for the new company for a period of 30 days from the buy-out date for any **wrongful act**, act, incident or occurrence performed, or taking place, or alleged to have taken place subsequent to the buy-out.

We will only provide such cover if the new company is domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar.

This cover will only apply excess of any other insurance and indemnification available from any other source.

How much we will pay	<p>The most we will pay for each claim, loss, investigation, or any other covered liability, including their defence costs and legal representation costs is the limit of indemnity stated in the schedule.</p> <p>All claims, losses, investigations or any other covered liabilities and circumstances likely to give rise to a claim, loss, investigation, or any other covered liability which arise from the same original cause, a single source or a repeated or continuing shortcoming will be regarded as one claim under the policy. This includes claims, losses, investigations or any other covered liabilities arising after, as well as during, the period of insurance.</p> <p>Each claim, loss, investigation or other covered liability shall be treated as first made when we receive notice of the first claim, loss, investigation or other covered liability.</p> <p>You must pay any relevant excess stated in the schedule.</p>
Paying out the limit of indemnity	At any stage of a claim, investigation , or any other covered liability we can pay you 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, loss, investigation or any other covered liability.
Dishonesty of employees	When we settle employee dishonesty loss under What is covered, 3. Additional covers , c. Dishonesty of employees, for losses perpetrated by any individual or group of individuals who own or control any shares in you or who are entitled to participate in your profits, the amount we pay will be reduced by proportion to such person or persons' share in your business or entitlement to participate in your profits.
Special limits	<p>All special limits below are included within, and not in addition to, the limit of indemnity stated on the schedule.</p> <p>The most we will pay in total for each item below is the corresponding amount stated in the schedule, regardless of the number of claims, losses, investigations or other covered liabilities:</p>
Pollution defence costs and legal representation costs	1. defence costs under What is covered, 1. Claims against you , b. Defence costs only , i. Pollution and cover under What is covered, 2. Investigations , a. Losses including legal representation costs , iii. Pollution. This limit does not apply to shareholder pollution claims ;
Public relations expenses	2. public relations expenses ;
Emergency defence costs	3. emergency defence costs ;
Emergency legal representation costs	4. emergency legal representation costs ;
Investigation mitigation costs	5. investigation mitigation costs ;
Pre-investigation costs	6. pre-investigation costs ;
Dishonesty of employees	7. employee dishonesty loss under What is covered, 3. Additional covers , c. Dishonesty of employees;
Court attendance compensation	8. court attendance compensation, including any court attendance compensation payable under any Management liability section of this policy ; and
Loss of documents	9. losses under What is covered, 3. Additional covers , d. Loss of documents.

Your obligations

Notification	<p>1. We will not make any payment under this section:</p> <p>a. unless you notify us as soon as reasonably practicable of the following within the period of insurance or at the latest within 90 days after it expires for any problem you become aware of within the 30 days before expiry:</p> <p>i. your first awareness of any wrongful act that is likely to lead to a claim;</p> <p>ii. any claim or threatened claim against you;</p>
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- iii. any **investigation** into **you**; or
 - iv. **your** first awareness of any act, omission or occurrence that is likely to lead to any other covered liability.
2. When dealing with a third party, **you** must not admit that **you** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result.

Control of defence and payment under this section

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

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 investigation**, or any other covered liability. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim, investigation**, or any other covered liability.

Where there is a dispute between **us** and **you** over cover, proposed settlement or continuing the defence of a **claim investigation**, or any other covered liability, **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 will establish whether policy cover exists, defence of said **claim, investigation**, or any other covered liability will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

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

If a **claim, investigation**, or any other covered liability is made which is not wholly covered by this section or is also made against **you** and any other party which is not covered under this section, **we** and **you** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

Legal protection

Policy wording

DAS Legal Expenses Insurance Company Limited (**DAS**) are the underwriters and provide the legal protection insurance under **your policy**.

DAS Head and Registered Office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England.

Registered in England and Wales, Company Number 103274.

Website: **www.das.co.uk**

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

To make sure that **you** get the most from **your DAS** cover, please take time to read this section which explains the contract between **you** and **DAS**. Please follow the procedures under employment compensation awards cover (insured incident **1.b.**).

How can DAS help

How this section of **your policy** can help

Please find below information about the services that this section of **your policy** offers and details of how to make a claim.

If **you** wish to speak to **DAS** about:

- legal advice – **you** can get telephone legal advice on any legal issue affecting **your business**;
- insurance claims – **you** can report a claim 24/7; or
- tax advice – dedicated tax advisers can provide advice on tax issues affecting **your business**.

Please phone **DAS** on **0117 934 2111**. **DAS** will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

Online law guide and document drafting

You have access to **DAS** Businesslaw as part of this section of **your policy**. **DAS** Businesslaw is an online resource that provides vital business and legal support. It contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** with the day-to-day running of **your business**, as well as helping **you** to manage **your** exposure to legal risk.

Visit **Hiscox.farill.io** and use the following voucher code to sign up: DASBHIX100

Reporting a claim

Important information

Please do not ask for help from a lawyer, accountant or anyone else before **DAS** have agreed that **you** should do so. If **you** do, **DAS** will not pay the costs involved even if **DAS** accept the claim.

Report **your** claim

Call **DAS** on **0117 934 2111**, available 24 hours-a-day, seven days-a-week; and have **your policy** number ready as **DAS** will ask **you** for it before discussing **your** claim.

DAS will assess the claim

- To check **your** claim is covered by this section of **your policy**; and
- if it is, **DAS** will send it to a lawyer who specialises in **your** type of claim.

The lawyer will

Assess **your** case and tell **you** how likely it is **you** will win.

If **you** are more likely than not to win, the lawyer will

Manage the case from start to finish.

Please note this overview of the claims process is for guidance purposes only. **DAS** claims handlers can answer any questions that **you** may have when they receive **your** claim, alternatively **you** can visit: **www.das.co.uk/legal-protection/how-to-claim**

Cover

This section will cover **you** (or where specified the **insured person**) in respect of any insured incident arising in connection with the **business** shown in the **policy** schedule if the premium has been paid.

DAS agree to provide the insurance in this section in accordance with the operative covers shown in the **policy** schedule as long as:

1. **reasonable prospects** exist for the duration of the claim;
2. the **date of occurrence** of the insured incident is:
 - a. during the **period of insurance**; or
 - b. during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - i. the previous legal expenses insurance policy required **you** to report claims during its currency;
 - ii. **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident;
 - iii. cover has been continuously maintained in force;
 - iv. any claim reported under a previously operative legal expenses policy will not be covered by **DAS**; and
 - v. the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy;
3. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **territorial limit**; and
4. the insured incident happens within the **territorial limit**.

Special definitions for this section

Appointed representative

The **preferred law firm**, law firm, tax consultancy, accountant or other suitably qualified person that **DAS** appoint to act on the **insured person's** behalf.

Costs and expenses

1. All reasonable, proportionate and necessary costs chargeable by the **appointed representative** and agreed by **DAS** in accordance with the **DAS standard terms of appointment**.
2. The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pay them with **DAS'** agreement.

DAS

DAS Legal Expenses Insurance Company Limited.

DAS standard terms of appointment

The terms and conditions (including the amount **DAS** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting on **your** behalf, the amount that **DAS** will pay is currently £100 per hour. This amount may vary from time to time.

Date of occurrence

1. For civil cases (other than as specified under 3 to 4 below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.

This is the date that the event happened, which may be before the date **you** or an **insured person** first became aware of it.
2. For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
3. For insured incident **5. Tax protection**, the **date of occurrence** is when HM Revenue & Customs first notifies **you** of its intention to carry out an enquiry.

For **VAT** or **employer compliance disputes**, the date the dispute arises during the **period of insurance** following the issue of an assessment, written decision or notice of a civil penalty.
4. For insured incident **2. Legal defence**, **4. Statutory notice appeals**, the date when the **insured person** is issued with the relevant notice and has the right to appeal.

Employer compliance dispute

A dispute with HM Revenue & Customs concerning **your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

Insured person	<p>You and the directors, partners, managers, employees and any other individuals declared to DAS by you.</p> <p>This includes any person contracted to work for you who works for you on the same basis as your employees, and performs that work under your supervision and direction.</p>
Preferred law firm	A law firm, barrister or tax expert that DAS choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the insured person's claim and must comply with the DAS agreed service standard levels, which DAS audit regularly. They are appointed according to the DAS standard terms of appointment .
Reasonable prospects	<ol style="list-style-type: none"> For civil cases, the prospects that the insured person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. A preferred law firm or tax consultancy on DAS' behalf, will assess whether there are reasonable prospects. For criminal cases there is no requirement for there to be prospects of a successful outcome. For all civil and criminal appeals the prospects of a successful outcome must be at least 51%.
Tax enquiry	<p>A written notice of enquiry issued by HM Revenue & Customs to carry out an Income Tax or Corporation Tax compliance check which either:</p> <ol style="list-style-type: none"> includes a request to examine any aspect of your books and records; or advises of a check of your whole tax return.
Territorial limit	<p>For insured incidents 2. Legal defence (excluding 2.4), and 4. Personal injury:</p> <p>The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>For all other insured incidents:</p> <p>The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>
VAT dispute	A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to your VAT affairs.

Insured incidents DAS will cover

1. Employment disputes and compensation awards

- a. Employment disputes
- Costs and expenses** to defend **your** legal rights:
- before the issue of legal proceedings in a court or tribunal:
 - following the dismissal of an employee; or
 - where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure;
 - in unfair dismissal disputes under the ACAS Arbitration Scheme; or
 - in legal proceedings in respect of any dispute relating to:
 - a contract of employment with **you**; or
 - an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

- A claim relating to any of the following:
- employee internal disciplinary or grievance procedures;
 - damages for personal injury;
 - pursuing **your** legal rights; or

4. transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005, including any similar or successor legislation.

b. Compensation awards

In respect of a claim that **DAS** have accepted under insured incident **1.a. Employment disputes**, **DAS** will pay:

1. any basic and compensatory award; and/or
2. an order for compensation or damages following a breach of **your** statutory duties under employment legislation.

Provided that:

1. in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
 - a. followed the ACAS code of disciplinary and grievance procedures; or
 - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - c. sought and followed advice from the **DAS** legal advice service (telephone **0117 934 2111**).
2. for an order of compensation following **your** breach of statutory duty under employment legislation, **you** have at all times sought and followed advice from the **DAS** legal advice service from the date that **you** should have known about the employment dispute (telephone **0117 934 2111**).
3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from the **DAS** legal advice service before starting any redundancy process or procedures with employees (telephone **0117 934 2111**).
4. any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
5. the total amount payable by **DAS** for all compensation awards and any sums of money in settlement of a dispute, in aggregate and in any one **period of insurance**, shall not exceed £1,000,000.

What is not covered

1. Any compensation award relating to the following:
 - a. trade union activities, trade union membership or non-membership;
 - b. pregnancy or maternity rights, paternity, parental or adoption rights;
 - c. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; or
 - d. statutory rights in relation to trustees of occupational pension schemes.
2. Non-payment of money due under a contract.
3. Any award ordered because **you** have failed to provide relevant records to employees under the National Minimum Wage legislation.
4. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

c. Employee civil legal defence

At **your** request only, **costs and expenses** to defend an **insured person's** (other than **your**) legal rights if:

1. an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or
2. civil action is being taken against them as trustee of a pension fund set up for the benefit of **your** employees.

d. Service occupancy

Costs and expenses to recover possession of premises owned by **you**, or for which **you** are responsible, from **your** employees or ex-employees.

What is not covered

Any claim relating to defending **your** legal rights other than defending a counter-claim that is an insured incident under this section of **your policy**.

2. Legal defence

At **your** request, **costs and expenses** to defend the **insured person's** legal rights:

Criminal pre-proceedings cover	<p>1. a. prior to the issue of legal proceedings when dealing with the:</p> <ul style="list-style-type: none"> i. police; or ii. Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer; <p>where it is alleged that the insured person has or may have committed a criminal offence; or</p>
Criminal prosecution defence	<p>b. following an event which leads to the insured person being prosecuted in a court of criminal jurisdiction;</p> <p>provided that for claims relating to the Health and Safety at Work etc Act 1974, the territorial limit shall be any place where the Act applies.</p> <p>Please note DAS will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the business shown in the schedule.</p>
Data protection	<p>2. if civil action is taken against the insured person for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:</p> <ul style="list-style-type: none"> a. an individual. DAS will also pay any compensation award in respect of such a claim; b. a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note DAS will not pay any compensation award in respect of such a claim. <p>Provided that in respect of 2.a. any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by DAS.</p> <p>Please note DAS will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see What is not covered by this section, 3.</p>
Wrongful arrest	<p>3. following civil action taken against the insured person for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the period of insurance.</p>
Statutory notice appeals	<p>4. in appealing against the imposition or terms of any statutory notice issued under legislation affecting your business.</p>
Jury service and court attendance	<p>DAS will pay you or an insured person the net salary or wages of such an insured person following their absence from work:</p> <ul style="list-style-type: none"> a. to perform jury service; b. to attend any court, tribunal or at the request of the appointed representative. <p>The maximum that DAS will pay an insured person is the net salary or wages of such insured person for the time that they are absent from work less any amount you, the court or tribunal, have paid them.</p> <p>The maximum that DAS will pay you is the net salary or wages that you have paid the insured person for that time, less any amount they have been paid by, or can recover from, the court or tribunal.</p>

What is not covered

Criminal pre-proceedings cover	<p>1. a. A claim relating to any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs; or</p> <p>b. a claim relating to investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.</p>
Criminal prosecution defence	<p>2. A claim relating to prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.</p>
Data protection	<p>3. A claim relating to the following:</p> <ul style="list-style-type: none"> a. the loss, alteration, corruption or distortion of, or damage to stored personal data; or b. a reduction in the functionality, availability, or operation of stored personal data; resulting from unauthorised access, malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

- Statutory notice appeals
4. A claim relating to the following:
- an appeal against the imposition or terms of any statutory notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration;
 - a statutory notice issued by an **insured person's** regulatory or governing body; or
 - any appeal which does not follow, or is not eligible to follow, the appeals process set out in the legislation under which the relevant notice has been issued.

Jury service and court attendance

3. Property protection

Property damage and nuisance and trespass

5. Any claim if **you** or the **insured person** are unable to prove the loss.

Costs and expenses in any civil dispute relating to physical property which is owned by **you**, or **your** responsibility, following:

- any event which causes physical damage to such physical property;
- a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
- a trespass.

Please note that **you** must have, or there must be **reasonable prospects** of establishing that **you** have, the legal ownership or right to the physical property that is the subject of the dispute.

What is not covered

Any claim relating to the following:

- a contract entered into by **you** (please refer to insured incident **6. Contract disputes**);
- physical property which is in transit or which is lent or hired out;
- goods at premises other than those occupied by **you** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **you**;
- a dispute with any party other than the party who caused the physical damage, or who caused or suffered the legal nuisance or trespass;
- defending **your** legal rights other than the defence of a counter-claim that is an insured incident under this section of **your policy**;
- a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **you** are engaged in the business of selling motor vehicles; or
- the enforcement of a covenant by or against **you**.

4. Personal injury

At **your** request, **DAS** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

- any illness or bodily injury which develops gradually;
- psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury;
- defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
- clinical negligence.

5. Tax protection

Costs and expenses for:

- a **tax enquiry**;
- an **employer compliance dispute**; or
- a **VAT dispute**;

provided that:

- you** have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed; and
- DAS** will only cover tax claims which arise in direct connection with the activities of the **business** shown in the schedule.

What is not covered

- Any claim relating to import or excise duties and import VAT.

2. Any claim arising from a tax avoidance scheme.
3. Any claim relating to any failure to register for Value Added Tax or Pay As You Earn.
4. Any claim arising from any investigation or enquiries undertaken by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue and Customs Prosecution Office.
5. Any claim arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

6. Contract disputes

Costs and expenses in a contractual dispute with a party that **you** have a direct contractual relationship with arising from an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

1. the amount in dispute exceeds £250 (including VAT);
2. if the amount in dispute exceeds £5,000 (including VAT), **you** must pay the first £500 of any claim. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation the claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn;
3. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim must exceed £250 (including VAT); and
4. if the dispute relates to money owed to **you**, a claim under this section is made within 90 days of the money becoming due and payable.

What is not covered

1. Any dispute arising from an agreement entered into prior to the start of this section if the **date of occurrence** is within the first 90 days of the start of this section, unless equivalent legal expenses insurance was in force immediately before.
2. Any claim relating to the following:
 - a. a dispute relating to an insurance policy, other than when **your** insurer refuses **your** claim;
 - b. terms of a lease, licence or tenancy of land or buildings. However, **DAS** will cover a dispute with a professional adviser in connection with these matters.
 - c. a loan, mortgage, pension, guarantee or any other financial product. However, **DAS** will cover a dispute with a professional adviser in connection with these matters;
 - d. a motor vehicle owned by, or hired or leased to, **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **you** (please refer to insured incident **1. Employment disputes and compensation awards**).
4. A dispute which arises out of the:
 - a. sale or provision of computer hardware, software, systems or services; or
 - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification,

other than agreements relating to the sale, provision, purchase or hire of computer hardware, software, systems or services where **you** are engaged in the business of selling or providing computer hardware, software, systems or services.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party other than disputes where the other party indicates that a defence exists.

7. Debt recovery

Costs and expenses, including enforcement of judgment to recover money and interest due, from the sale or provision of goods or services,

provided that:

1. the debt exceeds £250 (including VAT);
2. a claim for debt recovery under this section is made within 90 days of the money becoming due and payable; and

What is not covered

3. **DAS** have the right to select the method of enforcement, or to forego enforcing judgment, if **DAS** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.
1. Any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the start of this section, unless equivalent legal expenses insurance was in force immediately before.
2. Any claim relating to the following:
 - a. the settlement payable under an insurance policy (**DAS** will cover a dispute if an insurer refuses **your** claim but not for a dispute over the amount of a claim);
 - b. terms of a lease, licence or tenancy of land or buildings;
 - c. a loan, mortgage, pension, guarantee or any other financial product. However, **DAS** will cover a dispute with a professional adviser in connection with these matters; or
 - d. a motor vehicle owned by, or hired or leased to, **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles.
3. A dispute which arises out of the sale or provision of computer hardware, software, systems or services, other than agreements relating to the sale or provision of computer hardware, software, systems or services where **you** are engaged in the business of selling or providing computer hardware, software, systems or services.
4. The recovery of money and interest due from another party where the other party indicates that a defence exists.
5. Any dispute which arises from debts **you** have purchased from a third-party.

What is not covered by this section

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the insured incident.
2. **Costs and expenses** incurred without the expressed acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under insured incident 1. **Employment disputes and compensation awards** b. **Compensation awards** and 2. **Legal defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property or secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **you**.
6. Any wilful act or omission of an **insured person** deliberately intended to cause a claim under this section.
7. Any claim under this section of **your policy** for a dispute with **DAS** or Hiscox. For disagreements with **DAS** about the handling of a claim refer to **Conditions which apply to the whole section 8**.
8. Any claim relating to a shareholding or partnership share in the **business** shown in the **policy** schedule.
9. **Costs and expenses** arising from or relating to a judicial review, coroner's inquest or fatal accident inquiry.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
11. When either at the commencement of or during the course of a claim, **you** are declared bankrupt or have filed a bankruptcy petition or winding-up petition, or have made an arrangement with **your** creditors, or have entered into a deed of arrangement or **you** are in liquidation or part or all of **your** affairs or property are in the care or control of a receiver or administrator.
12. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.
13. Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
14. Any claim caused by, or contributed to by, or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;

- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000; or
- d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

How much DAS will pay

DAS will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, and any compensation awards that **DAS** have agreed to, however:

1. the most that **DAS** will pay in respect of all claims resulting from one or more event arising at the same time or from the same originating cause, for **costs and expenses** and compensation awards claims, is shown as the limit in the **policy** schedule;
2. the most that **DAS** will pay for the total of all compensation awards under insured incident **1. Employment disputes and compensation awards b. Compensation awards** in any one **period of insurance** shall not exceed £1,000,000;
3. the most that **DAS** will pay in **costs and expenses** is no more than the amount that **DAS** would have paid to a **preferred law firm** or tax consultancy. The amount that **DAS** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time;
4. in respect of an appeal or the defence of an appeal, **you** must tell **DAS** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist;
5. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section of **your policy**, **DAS** must agree that **reasonable prospects** exist;
6. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most that **DAS** will pay in **costs and expenses** is the value of the likely award; and
7. in respect of insured incident **2. Legal defence, Jury service and court attendance** the maximum that **DAS** will pay is the **insured person's** net salary or wages for the time that the **insured person** is attending court or tribunal, less any amount that **you**, the court or tribunal pays.

DAS will not pay:

1. in the event of a claim, if **you** decide not to use the services of a **preferred law firm** or tax consultancy, **you** will be responsible for any costs that fall outside of the **DAS standard terms of appointment** and these will not be paid by **DAS**;
2. If **you** are registered for VAT, **DAS** will not pay the VAT element of any **costs and expenses**; and
3. the first £500 (including VAT) of any claim under insured incident **6. Contract disputes** where the amount in dispute exceeds £5,000 (including VAT). If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

Conditions which apply to the whole section

1.
 - a. On receiving a claim, if representation is necessary, **DAS** will appoint a **preferred law firm** or tax consultancy as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court;
 - b. If the appointed **preferred law firm** or tax consultancy cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may, if **you** prefer, choose a law firm or tax expert of **your** own choice to act as the **appointed representative**. **DAS** will choose the **appointed representative** to represent **you** in any proceedings where **DAS** are liable to pay a compensation award;
 - c. If **you** choose a law firm as **your appointed representative** that is not a **preferred law firm** or tax consultancy, **DAS** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or tax consultancy. However if they

refuse to act on this basis, the most that **DAS** will pay is the amount that **DAS** would have paid if they had agreed to the **DAS standard terms of appointment**. The amount that **DAS** will pay a law firm, where acting on **your** behalf, is currently £100 per hour. This amount may vary from time to time;

- d. The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. **You and insured persons** must:
 - a. co-operate fully with **DAS** and the **appointed representative**; and
 - b. give the **appointed representative** any information that **DAS** ask them to.
3.
 - a. **You and insured persons** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **DAS'** expressed consent;
 - b. If **you** or an **insured person** do not accept a reasonable offer to settle a claim, then **DAS** will not pay further **costs and expenses**;
 - c. **DAS** may decide to pay **you** or an **insured person** the reasonable value of the claim that **you** or the **insured person** are claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances **you** or the **insured person** must allow **DAS** to take over and pursue or settle a claim in **your/their** name. **You and insured persons** must allow **DAS** to pursue at **DAS'** own expense and for **DAS'** benefit, any claim for compensation against any other person and **you** and **insured persons** must give **DAS** all the information and help **DAS** need to do so.
4.
 - a. **You** or an **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this;
 - b. **You** or an **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
5. If the **appointed representative** refuses to continue acting for **you** or an **insured person** with good reason or if **you** or an **insured person** dismiss the **appointed representative** without good reason, the cover that **DAS** provide will end at once, unless **DAS** agree to appoint another **appointed representative**.
6.
 - a. If **you** or an **insured person** settle a claim or withdraw **your/their** claim without **DAS'** agreement, or do not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim any **costs and expenses** that they have paid.
 - b. If during the course of a claim **reasonable prospects** no longer exist, then the cover that **DAS** provide will end at once. **DAS** will pay any **costs and expenses** and compensation awards that **DAS** have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement between **you** or an **insured person** and **DAS** on the merits of the claim or proceedings, or on a legal principle, **DAS** may suggest that **you** or the **insured person** obtain at **your/their** own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **DAS** and the cost expressly agreed in writing between **you/the insured person** and **DAS**. Subject to this, **DAS** will pay the cost of obtaining the opinion if the expert's opinion indicates that it is more likely than not that **you** or the **insured person** will recover damages or obtain any other legal remedy that **DAS** have agreed to or make a successful defence. This does not affect the **insured person's** rights under Condition 8.
8. If there is a disagreement about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. Details are available from www.financial-ombudsman.org.uk

If the dispute is not covered by the Financial Ombudsman Service, there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
9. **You and insured persons** must:
 - a. keep to the terms and conditions of this section of the **policy**;
 - b. take reasonable steps to avoid and prevent claims;
 - c. take reasonable steps to avoid incurring unnecessary costs;
 - d. send everything **DAS** ask for in writing, and

- e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information that **DAS** need.
10. This section of the **policy** is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered.
- If this is not specified, then the laws of England and Wales apply.
- All Acts of Parliament mentioned in this section of the **policy** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Helpline services

Commercial legal advice

DAS provide these services 24 hours-a-day, seven days-a-week during the **period of insurance**. To help **DAS** check and improve their service standards, **DAS** may record all calls.

DAS will give **you** confidential legal advice over the phone on any commercial legal problem affecting **your business** under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call **you** back at a time to suit **you**.

Advice on the laws of England and Wales can be provided 24 hours-a-day, 365 days-a-year. Beyond this jurisdiction, or for very specialist legal matters, **DAS** will refer **you** to one of **DAS'** specialist advisers. Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, **DAS** will arrange to call **you** back.

Tax advice

DAS will give **you** confidential advice over the phone on any tax matters affecting the **business**, under the laws of the United Kingdom. This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **DAS** will arrange to call **you** back.

To contact the above services, phone **DAS** on **0117 934 2111**.

Counselling service

DAS will provide the **insured person** (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over, or aged between 16 and 18 and in full-time employment. This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **DAS**.

To contact the counselling helpline, phone **0117 934 2121**.

The counselling service helpline is open 24 hours-a-day, seven days-a-week.

The employment manual

The DAS Employment Manual offers comprehensive, up to date guidance on employment law.

To view it, please visit **www.dasinsurance.co.uk/employment-manual**

If **you** would like notifications of when updates are made to the employment manual, please email **DAS** at **employmentmanual@das.co.uk** quoting **your policy** number.

DAS Businesslaw

What is DAS Businesslaw?

DAS Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** with the day-to-day running of **your business**, as well as helping **you** to manage its exposure to legal risk.

DAS Businesslaw's document builders can help **you** quickly create documents such as:

- HR policies;
- terms and conditions documentation;
- privacy statements;
- copyright and trademark licences;
- data protection policy;
- employee contracts;
- debt recovery letters.

In addition, DAS Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow **your business**.

How do I get started?

1. Visit **Hiscox.farill.io**
2. Enter DASBHIX100 into the 'voucher code' text box and press validate voucher.
3. Fill out **your** name and email address, create a password, and specify what type of **business you** have.
4. Validate **your** email address by pressing the link in the confirmation email that **you** receive.

DAS will not accept responsibility if the helpline services are unavailable for reasons **DAS** cannot control.

Data protection

To comply with data protection regulations **DAS** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use this information.

DAS may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **DAS** will only obtain personal information either directly from you, the third-party dealing with your claim or from the authorised partner who sold this **policy**.

Who are DAS?

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **DAS** and members of the DAS UK Group are covered by the **DAS** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted at: **dataprotection@das.co.uk**

How DAS will use your information

DAS may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the **policy** includes legal advice **DAS** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

DAS will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose the personal data to any other person or organisation unless **DAS** are required to by their legal and regulatory obligations. For example, **DAS** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via the **DAS** website.

What is DAS' legal basis for processing your information?

It is necessary for **DAS** to use the personal information to perform their obligations in accordance with any contract that **DAS** may have with the person taking out this **policy**. It is also in **DAS'** legitimate interest to use the personal information for the provision of services in relation to any contract that **DAS** may have with the person taking out this **policy**.

How long will your information be held for?

DAS will retain personal data for seven years. **DAS** will only retain and use the personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If you no longer want **DAS** to use the personal data, please contact **DAS** at: **dataprotection@das.co.uk**

What are your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held;
- the right to have inaccuracies corrected for personal data held;
- the right to have personal data held erased;
- the right to object to direct marketing being conducted based upon personal data held;

- the right to restrict the processing for personal data held, including automated decision-making;
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol BS1 6NH

Or via email: dataprotection@das.co.uk

How to make a data protection complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision.

The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire SK9 5AF
www.ico.org.uk

How to make a complaint

DAS always aim to give you a high-quality service. If you think **DAS** have let you down, you can contact **DAS** by:

- phoning: **0344 893 9013**
- emailing: customerrelations@das.co.uk
- writing to: **Customer Relations Department**
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol BS1 6NH

- completing **DAS'** online complaint form at: www.das.co.uk/about-das/complaints

Further details of the **DAS** internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if **DAS** have been unable to respond to your complaint within eight weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. Details are available from www.financial-ombudsman.org.uk

You can contact them by:

- phoning: **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing: complaint.info@financial-ombudsman.org.uk
- writing to: **The Financial Ombudsman Service**
Exchange Tower
London E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect your right to take legal action.

Crisis containment

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 business as a result of an insured incident that could, if left unmanaged, cause adverse or negative publicity of or media attention to you or your business .
Crisis containment costs	Reasonable and necessary costs incurred 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 incident	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 incurred within the geographical limits with our prior written consent as a direct result of a crisis commencing during the period of insurance .
Outside working hours discretionary crisis mitigation costs	We will also pay crisis containment costs incurred within the geographical limits without our consent 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 or any other section of this policy .

What is not covered

- We** will not make any payment for:
- crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
 - crisis containment costs** relating to any:
 - claim under any **Management liability – Employment practices liability** section;
 - employment claim under any **Management liability – Directors and officers** section or **Management liability - Trustees and individual liability** section.
 - costs which are covered under any other section of this **policy**.
 - any **crisis containment costs** directly or indirectly due to:
 - any incident, act, investigation or problem that affects **your** profession or industry; or
 - governmental regulations which affect another country or **your** profession or industry; or
 - 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
 - socioeconomic changes or business trends which affect **your business** or **your** profession or industry.

How much we will pay

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**.

All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**. This includes such **crises** arising after, as well as during, the **period of insurance**.

Your obligations

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

If a crisis arises during working hours

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.

You must 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 also notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the schedule.

You must co-operate fully with the **crisis containment provider** in the management of the **crisis**.

Access to your HR and health and safety resource

Thank you for signing up with Business HR Solutions

Currently, Business HR Solutions has in excess of 85,000 registered users that use its reference tools, trusting in its quality service to inform them of the latest developments and legislation in relation to human resources and health and safety. Like them, you can now enjoy support on human resources and health and safety issues through Business HR Solutions' website.

Website access

To access the website, please follow these simple steps:

1. register online at <http://www.hrsolutions-uk.com/registrations/>;
2. you will then receive a confirmation email from Business HR Solutions' support team asking you to create your password;
3. you now have access to the Business HR Solutions' site;
4. we encourage you to bookmark the site for ease of reference (<https://hrsolutions.force.com/support>).

Website resources

Included as standard through an easy to navigate website:

1. access to a variety of employee contracts, forms, policies, letters and a handbook that you may need to manage your staff;
2. a wide range of downloadable guides;
3. a free online risk assessment for both human resources and health and safety;
4. monthly e-newsletters, keeping you up-to-date with changes in the law.

Advice helpline

With your access to Business HR Solutions you are also entitled to one **free** call to the advice line service per annum. To take advantage of this service please call 0333 247 2005 or email help@hrsolutions-uk.com. If you have not already registered on the website, then please have your policy number to hand when you call, or include it in your email.

The advice line is staffed by experienced advisors who will give you pragmatic guidance either by telephone or email. All advice given over the telephone is confirmed by email.

You are also able to purchase additional time for just £95 per hour plus VAT if and when needed, saving on solicitor's bills and reducing the risk of legal claims. All purchased unused time is saved for your next call.

Support

If you are having difficulty accessing the website, then please contact the helpline on 0333 247 2005 who will attempt to resolve the issue with you.