



## 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.

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#### 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

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#### 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](mailto: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](mailto:complaint.info@financial-ombudsman.org.uk)

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

<b>General definitions</b>	<p><b>We</b> use some words throughout this <b>policy</b> with the same meaning wherever they appear. These are shown in bold type and <b>we</b> explain what they mean below.</p> <p>Any other definitions when used in particular sections of the <b>policy</b> are shown in bold and have the same meaning whenever they appear in that section. <b>We</b> explain what they mean in the 'Special definitions' section of that part of the <b>policy</b>.</p>
<b>Artificial intelligence</b>	<p>Any machine learning, logical, statistical or other algorithm in <b>computer or digital technology</b> that can:</p> <ol style="list-style-type: none"> <li>1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or</li> <li>2. adapt or vary its operation proactively, or in response to inputs.</li> </ol>
<b>Asbestos risks</b>	<ol style="list-style-type: none"> <li>1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li> <li>2. exposure to asbestos, asbestos fibres or materials containing asbestos; or</li> <li>3. 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.</li> </ol>
<b>Business</b>	<b>Your</b> business or profession as shown in <b>your</b> schedule.
<b>Civil commotion</b>	<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"> <li>1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or</li> <li>2. 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.</li> </ol>
<b>Communicable disease</b>	Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.
<b>Computer or digital technology</b>	Any <b>programs</b> , 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.
<b>Computer or digital technology error</b>	<p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> <li>1. creation, handling, entry, modification or maintenance of; or</li> <li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,</li> </ol> <p>any <b>computer or digital technology</b>.</p>
<b>Confiscation</b>	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
<b>Cyber attack</b>	<p>Any digital attack or interference, whether by a <b>hacker</b> or otherwise, attempting or resulting in:</p> <ol style="list-style-type: none"> <li>1. access to;</li> <li>2. extraction of information from;</li> <li>3. disruption of access to or the operation of; or</li> <li>4. damage to:</li> </ol> <p>any data or <b>computer or digital technology</b>, including but not limited to any:</p>

- 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; or
- b. denial of service attack or distributed denial of service attack.

<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Geographical limits</b>	The geographical area shown in <b>your</b> schedule.
<b>Hacker</b>	Any <b>artificial intelligence</b> , entity or person, including any employee of <b>yours</b> , who gains or attempts to gain unauthorised access to or use of any: <ol style="list-style-type: none"> <li>1. <b>computer or digital technology</b>; or</li> <li>2. data held electronically by <b>you</b> or on <b>your</b> behalf.</li> </ol>
<b>Nuclear risks</b>	<ol style="list-style-type: none"> <li>1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li> <li>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;</li> <li>3. all operations carried out on any site or premises on which anything in a. or b. above is located.</li> </ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in <b>your</b> schedule.
<b>Personal data</b>	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.
<b>Policy</b>	This insurance document and <b>your</b> schedule, including any <b>endorsements</b> .
<b>Program(s)</b>	Code or instructions which tell <b>computer or digital technology</b> how to process data or interact with ancillary equipment, systems or devices.
<b>Social engineering communication</b>	Any request directed to <b>you</b> or someone on <b>your</b> behalf by any <b>artificial intelligence</b> , 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.
<b>Solar weather</b>	Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.
<b>Terrorism</b>	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"> <li>1. is committed for political, religious, ideological, racial or similar purposes; and</li> <li>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"> <li>a. involves violence against one or more persons; or</li> <li>b. involves damage to property; or</li> <li>c. endangers life other than that of the person committing the action; or</li> <li>d. creates a risk to health or safety of the public or a section of the public; or</li> <li>e. is designed to interfere with or to disrupt an electronic system.</li> </ol> </li> </ol>
<b>War</b>	War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/us/our</b>	The insurers named in <b>your</b> schedule.
<b>You/your</b>	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

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

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.
  - 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:
    - 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
    - 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.

### Change of circumstances

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.

### If you fail to notify us of a change of circumstances

4.
  - a. If **we** establish that **you** deliberately or recklessly failed to:
    - i. notify **us** of a change of circumstances which may materially affect the **policy**; or
    - 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;

**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.
  - 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:
    - 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
    - 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.

### Reasonable precautions

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.

Premium payment	6. <b>We</b> will not make any payment under this <b>policy</b> until <b>you</b> have paid the premium.
Cancellation	<p>7. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro-rata refund of the premium for the remaining portion of the <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium:</p> <ul style="list-style-type: none"> <li>a. under £20; or</li> <li>b. if <b>we</b> have accepted any notification of any claim, potential claim or loss before the cancellation takes effect.</li> </ul> <p>If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b>. In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b>. <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.</p>
Multiple insureds	<p>8. The most <b>we</b> will pay is the relevant amount shown in <b>your</b> schedule.</p> <p>If more than one insured is named in <b>your</b> schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>.</p> <p><b>You</b> agree that the insured named in <b>your</b> schedule, or if there is more than one insured named in <b>your</b> schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b>.</p>
Aggregate limit	9. Where a section of this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under that section of <b>your policy</b> during the <b>period of insurance</b> .
Rights of third parties	10. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b> . Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> 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 <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.
Cover under multiple sections	12. Where <b>you</b> , including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b> , are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b> , being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.
Governing law	13. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.
Arbitration	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.
Non-admitted	15. This <b>policy</b> is negotiated and made in the United Kingdom between <b>you</b> and <b>us</b> . <b>We</b> are authorised to conduct insurance business in the United Kingdom and in certain other jurisdictions. <b>You</b> acknowledge that no solicitation for the <b>policy</b> has been made by <b>us</b> outside of the United Kingdom, that unless otherwise agreed in writing the <b>policy</b> is subject to English Law and jurisdiction and that claims are payable in the United Kingdom. <b>You</b> 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 <b>we</b> have informed <b>you</b> that <b>we</b> are authorised to conduct insurance business, will be paid by <b>you</b> directly to the appropriate authority.

## Several liability

16. This clause applies if more than one insurer and/or a Lloyd's syndicate is party to this **policy**.

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.

## Sanctions

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.

## 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

1. **We** will not make any payment under this **policy** unless **you**:
  - 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.

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### Special definitions for this section

<b>Advertising or branding</b>	Advertising, branding, including <b>your</b> company name, trading name and any web domain name, publicity or promotion in or of those of <b>your</b> products or services that expressly fall within <b>your business activity</b> .
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in <b>your</b> schedule.
<b>Business activity(ies)</b>	The activity(ies) stated in <b>your</b> schedule, which <b>you</b> perform in the course of <b>your business</b> .
<b>Claim</b>	Any written assertion of liability, any written demand for financial compensation, or any written demand for injunctive relief first made against <b>you</b> within the <b>applicable courts</b> .
<b>Client</b>	Any person or entity with whom <b>you</b> have engaged or contracted to provide services or deliverables that expressly fall within <b>your business activity</b> .
<b>Defence costs</b>	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with <b>our</b> prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered <b>claim</b> but not including any overhead costs, general business expenses, salaries, or wages incurred by <b>you</b> or any other person or entity entitled to coverage under this section.
<b>Employee</b>	An individual performing employment duties solely on <b>your</b> behalf in the ordinary course of <b>your business activity</b> and who is subject to <b>your</b> sole control and direction and to whom <b>you</b> supply the instruments and place of work necessary to perform such <b>business activity</b> . <b>You</b> and <b>your</b> sub-contractors and outsourcers will not be treated as <b>employees</b> under this section.
<b>Joint venture</b>	A commercial arrangement that <b>you</b> are a member of, with at least one other party, created for the purpose of profit sharing.
<b>Loss</b>	Any financial harm caused to <b>your business</b> .
<b>Pollutants</b>	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.
<b>Pollution</b>	Any pollution or contamination, including from noise, electromagnetic fields, radiation, radio waves and any <b>pollutants</b> .
<b>Potential claim</b>	Anything likely to lead to a <b>claim</b> covered under this section.
<b>Retroactive date</b>	The date stated as the retroactive date in <b>your</b> schedule.
<b>Subsidiary(ies)</b>	<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"> <li>1. which <b>you</b> own more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the <b>period of insurance</b>; or</li> <li>2. which <b>you</b> acquire or create during the <b>period of insurance</b> where the entity's turnover for the 12-month period leading up to the date of acquisition is:</li> </ol>



- 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; and
- d. 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:

- payment of **your** own legal costs;
- payment of any damages, compensation, ongoing royalties fees or licence fees; or
- 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:

- work undertaken by any party other than **you**;
- activity other than those listed in the **business activities**;
- 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**.

	A. <b>We</b> will not make any payment for any <b>claim</b> or <b>loss</b> or part of any <b>claim</b> or <b>loss</b> directly or indirectly due to:
Investments	1. any investment advice, financial advice, investment of <b>client</b> 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 <b>you</b> , 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 <b>your</b> breach of any duty to use reasonable care and skill in the performance of a <b>business activity</b> .
Employees	5. anyone's employment with or work for <b>you</b> , or any breach of an obligation owed by <b>you</b> as an employer.
Discrimination and harassment	6. any discrimination, victimisation, harassment or unfair treatment, unless arising directly from <b>your</b> breach of any duty to use reasonable care and skill in the performance of a <b>business activity</b> .
Supplied personnel	7. the work of any personnel supplied by <b>you</b> to a <b>client</b> , unless <b>you</b> 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 <b>your</b> breach of a duty to use reasonable care and skill in the performance of a <b>business activity</b> .  However this exclusion does not apply to any <b>loss</b> directly arising from any tangible document where covered under <b>What is covered, Your losses</b> , 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: <ol style="list-style-type: none"> <li><b>cyber attack</b>;</li> <li><b>hacker</b>;</li> <li><b>social engineering communication</b>;</li> <li>any fear or threat of 10.a. to 10.c. above; or</li> <li>any action taken in controlling, preventing, suppressing, responding or in any way relating to 10.a. to 10.d. above.</li> </ol>
Computer or digital technology error	11. or contributed to by, resulting from or in connection with any <b>computer or digital technology error</b> .
Personal data claims	12. the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to <b>personal data</b> .  However, this does not apply to any covered <b>claim</b> or part of a covered <b>claim</b> made against <b>you</b> by a <b>client</b> which arises directly from <b>your</b> performance of a <b>business activity</b> for that <b>client</b> and which is not otherwise excluded by <b>What is not covered, A. 10. Cyber incidents</b> above. The most <b>we</b> will pay in relation to any such covered <b>claim</b> is the special limit stated in <b>your</b> 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 <b>claim</b> under <b>What is covered</b> , 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 <b>you</b> 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: a. act of passing-off, unauthorised use of another's trademark, name or logo; or b. false or misleading advertising in relation to <b>your advertising or branding</b> .
Deliberate, reckless or dishonest acts	18. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly, fraudulently, recklessly or criminally commit, condone or ignore.  However this exclusion does not apply to any <b>claim</b> covered under: a. <b>What is covered</b> , A. <b>Claims against you</b> , Dishonesty, but <b>we</b> will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty; or b. <b>What is covered</b> , 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.
Pre-existing problems	19. anything, including any <b>potential claim</b> or any actual or alleged shortcoming in <b>your</b> work, likely to lead to a <b>claim</b> or <b>loss</b> , which <b>you</b> knew or ought reasonably to have known about before the commencement of the <b>period of insurance</b> .
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. <b>your</b> insolvency, bankruptcy, receivership, administration or liquidation.
Pension and employee benefits schemes	23. any liability or breach of any duty or obligation owed by <b>you</b> 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	24. any liability or breach of any duty or obligation owed to <b>you</b> or <b>your</b> shareholders by any of <b>your</b> directors, officers, trustees or board members, including but not limited to any: a. allegation of insider trading; b. breach of any duty of corporate loyalty; c. liability for any statement, representation or information concerning <b>you</b> or <b>your business</b> contained in <b>your</b> accounts, reports, financial statements, or <b>your advertising or branding</b> .
Personal liability	25. any personal liability incurred by any director, officer, trustee, or board member of <b>yours</b> when acting in that capacity or managing <b>your business</b> other than when performing a <b>business activity</b> for a <b>client</b> or <b>advertising or branding</b> .
Asbestos	26. <b>asbestos risks</b> .

Pollution	<p>27. <b>pollution</b>, other than a covered claim under <b>What is covered</b>, A. Pollution.</p> <p>However in any event <b>we</b> will not indemnify <b>you</b> for liability arising from any:</p> <ul style="list-style-type: none"> <li>a. <b>pollution</b> not caused by a sudden, identifiable, unintended and unexpected event;</li> <li>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;</li> <li>c. <b>claim</b> or part of a <b>claim</b> made by or on behalf of any governmental or regulatory body or agency; or</li> <li>d. <b>pollution</b> 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.</li> </ul>
Communicable disease	<p>28. or contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> <li>a. <b>communicable disease</b>;</li> <li>b. fear or threat of 28.a. above; or</li> <li>c. any action taken in controlling preventing, suppressing, responding or in any way relating to 28.a. or 28.b. above.</li> </ul>
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"> <li>a. <b>terrorism</b>;</li> <li>b. <b>civil commotion</b>, strikes or industrial action;</li> <li>c. <b>war</b>;</li> <li>d. <b>nuclear risks</b>;</li> <li>e. fear or threat of 29.a. to 29.d. above; or</li> <li>f. any action taken in controlling preventing, suppressing, responding or in any way relating to 29.a. to 29.e. above.</li> </ul> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of clause 29.a. or 29 b. above, it will be for <b>you</b> to show that the clause does not apply.</p> <p>B. <b>We</b> will not make any payment for:</p>
Claims brought by a related party	<p>1. any <b>claim</b> brought by any person or entity falling within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b>, including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest, including any subsidiary company.</p> <p>However, this does not apply to a <b>claim</b> based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b>.</p>
Restricted recovery rights	<p>2. that part of any <b>claim</b> where <b>your</b> right of recovery is restricted by any contract.</p>
Lost profit and VAT	<p>3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent.</p>
Trading losses	<p>4. any trading loss or trading liability including those arising from the loss of any <b>client</b>, account or business.</p>
Non-compensatory payments	<p>5. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits or treble, multiple, aggravated, punitive or exemplary damages.</p>
Claims outside the applicable courts	<p>6. any <b>claim</b>, including arbitration, brought outside the <b>applicable courts</b>. This applies to proceedings in the <b>applicable courts</b> to enforce, or which are based on, a judgment or award from outside the <b>applicable courts</b>.</p>



## How much we will pay

Each and every claim	<p>If <b>your</b> schedule states that the limit of indemnity applies to each and every <b>claim</b> or <b>loss</b>:</p> <ol style="list-style-type: none"> <li>excluding <b>defence costs</b>; the most <b>we</b> will pay for each <b>potential claim, claim</b> and <b>losses</b> is the limit of indemnity stated in <b>your</b> schedule.</li> </ol> <p><b>We</b> will also pay for <b>defence costs</b> in addition to the limit of indemnity stated in <b>your</b> schedule. However, if a payment greater than the limit of indemnity has to be made for a <b>potential claim, claim</b> or <b>loss</b>, <b>our</b> liability for <b>defence costs</b> will be limited to the same proportion that the limit of indemnity bears to the amount paid; or</p> <ol style="list-style-type: none"> <li>including all costs; the most <b>we</b> will pay for each <b>potential claim, claim</b>, including <b>defence costs</b>, and <b>losses</b> is the overall limit of indemnity stated in <b>your</b> schedule, unless limited below or in <b>your</b> schedule.</li> </ol>
In the aggregate	<p>If <b>your</b> schedule states that the limit of indemnity applies in the aggregate:</p> <ol style="list-style-type: none"> <li>excluding <b>defence costs</b>; the most <b>we</b> will pay for the total of all <b>potential claims, claims</b> and <b>losses</b> is the overall limit of indemnity stated in <b>your</b> schedule, irrespective of the number of <b>potential claims, claims</b> or <b>losses</b>.</li> </ol> <p><b>We</b> will also pay for <b>defence costs</b> in addition to the limit of indemnity stated in <b>your</b> schedule. However, if a payment greater than the limit of indemnity has to be made for a <b>potential claim, claim</b>, or <b>loss</b>, <b>our</b> liability for <b>defence costs</b> will be limited to the same proportion that the limit of indemnity bears to the amount paid; or</p> <ol style="list-style-type: none"> <li>including all costs; the most <b>we</b> will pay for the total of all <b>potential claims, claims</b>, including their <b>defence costs</b>, and <b>losses</b> is the overall limit of indemnity stated in <b>your</b> schedule, irrespective of the number of <b>potential claims, claims</b> or <b>losses</b>, unless limited below or in <b>your</b> schedule.</li> </ol>
Overheads and other business costs	<p>Any amounts to be paid by <b>us</b> shall not include or be calculated based on any of <b>your</b> overhead expenses, <b>your</b> 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 <b>your</b> security, or performing audits.</p>
Excess	<p><b>You</b> must pay the relevant <b>excess</b> stated in <b>your</b> schedule. The <b>excess</b> will only be eroded by the covered part of the <b>potential claim, claim</b> or <b>loss</b>.</p>
Multiple claims from a single source	<p>If <b>your</b> schedule states that the limit of indemnity applies to each and every <b>claim</b> or <b>loss</b>, all <b>potential claims, claims</b> and <b>losses</b> which arise from:</p> <ol style="list-style-type: none"> <li>the same original cause, a single source or a repeated or continuing problem in <b>your</b> work; or</li> <li>in relation to defamatory statements, a single or continuing investigation or a common set of facts or state of affairs;</li> </ol> <p>will be treated as a single <b>claim, loss</b> or <b>potential claim</b>. <b>You</b> will pay a single <b>excess</b> and <b>we</b> will pay a maximum of a single limit of indemnity for these related <b>potential claims, claims</b> and <b>losses</b>. All of the notifications which are related will be considered as having been made on the date of the first notification to <b>us</b>.</p>
Paying out the limit of indemnity	<p>At any stage of a <b>claim</b> <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for that <b>claim</b> or its <b>defence costs</b>.</p>
Claims and losses under more than one cover	<p>If the same <b>claim</b> or <b>loss</b> is insured under more than one cover under <b>What is covered</b> above, <b>we</b> shall only make payment for that <b>claim</b> or <b>loss</b> under one of the covers, being the cover that is most advantageous for <b>you</b>.</p>
<b>Special limits</b>	
Personal data claims	<p>The most <b>we</b> will pay for the total of all <b>potential claims</b> or <b>claims</b>, including <b>defence costs</b>, made against <b>you</b> by a <b>client</b>, which arise directly from <b>your</b> performance of a <b>business</b></p>



**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

**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**.

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	<p><b>You</b> must give <b>us</b> the information and co-operation which <b>we</b> may reasonably require and take all reasonable steps to defend any <b>claim</b>. <b>You</b> should not do anything which may prejudice <b>our</b> position.</p>
Appointment of legal representation	<p><b>We</b> have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of <b>our</b> choosing to deal with the <b>claim</b>.</p>
Partially covered claims	<p>If a <b>claim</b> is made which:</p> <ol style="list-style-type: none"><li>1. is not wholly covered by this section; or</li><li>2. is made against <b>you</b> and any other party who is not covered under this section;</li></ol> <p>then at the outset of the <b>claim</b>, <b>we</b> and <b>you</b> agree to use best efforts to determine a fair allocation of covered and non-covered parts of any <b>claim</b> or associated costs, including <b>defence costs</b> on the basis of the relative legal and financial exposures.</p>
Advancement of defence costs	<p><b>We</b> will pay <b>defence costs</b> covered by this section on an ongoing basis prior to the final resolution of any <b>claim</b>; however, <b>we</b> will not pay any <b>defence costs</b> in connection with any <b>claim</b> or part of a <b>claim</b> which is not covered under this section. <b>You</b> must reimburse <b>us</b> for any <b>defence costs</b> paid where it is determined there is no entitlement under this section.</p>
Payment of full limit of indemnity	<p><b>We</b> have no further duty to indemnify <b>you</b> against any <b>claim</b> where <b>we</b> pay <b>you</b> the applicable limit of indemnity as described in <b>How much we will pay</b>, Paying out the limit of indemnity, or if the overall limit of indemnity stated in <b>your</b> schedule has been exhausted.</p>
Payment of excess	<p><b>Our</b> duty to make any payment under this section arises only after the applicable <b>excess</b> is fully paid. The <b>excess</b> will only be eroded by the covered parts of a <b>claim</b>.</p>
Disputes	<p>For the purposes of <b>Control of defence</b> in this section of the <b>policy</b>, <b>General condition</b> 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 <b>claim</b> or as to the fair allocation of any partially covered <b>claim</b> 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 <b>you</b> and <b>us</b> in relation to matters referred under this clause. The costs of such opinion shall be met by <b>us</b>.</p>

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

### Special definitions for this section

<b>Crisis</b>	A time of severe difficulty in <b>your</b> activities or danger to <b>your business</b> as a result of an <b>insured incident</b> that could, if left unmanaged, cause adverse or negative publicity of or media attention to <b>you</b> or <b>your business</b> .
<b>Crisis containment costs</b>	Reasonable and necessary costs incurred in utilising the services of the <b>crisis containment provider</b> to limit or mitigate the impact of a <b>crisis</b> .
<b>Crisis containment provider</b>	The person or company named in the schedule.
<b>Insured incident</b>	An incident, act or problem that in <b>your</b> good faith opinion could potentially give rise to a covered claim being made by <b>you</b> under any other section of this <b>policy</b> .
<b>Working hours</b>	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	<b>We</b> will pay <b>crisis containment costs</b> incurred within the <b>geographical limits</b> with <b>our</b> prior written consent as a direct result of a <b>crisis</b> commencing during the <b>period of insurance</b> .
Outside working hours discretionary crisis mitigation costs	<b>We</b> will also pay <b>crisis containment costs</b> incurred within the <b>geographical limits</b> without <b>our</b> consent in carrying out immediate work outside of <b>working hours</b> to limit or mitigate the impact of the <b>crisis</b> . Any such work done by the <b>crisis containment provider</b> will not be confirmation of cover under this or any other section of this <b>policy</b> .

### What is not covered

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

1. **crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
2. **crisis containment costs** relating to any:
  - a. claim under any **Management liability – Employment practices liability** section;
  - b. employment claim under any **Management liability – Directors and officers** section or **Management liability - Trustees and individual liability** section.
3. costs which are covered under any other section of this **policy**.
4. any **crisis containment costs** directly or indirectly due to:
  - a. any incident, act, investigation or problem that affects **your** profession or industry; or
  - b. governmental regulations which affect another country or **your** profession or industry; or
  - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
  - d. socioeconomic changes or business trends which affect **your 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**.

## Public and products liability (Trades and construction)

### 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.

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### Special definitions for this section

<b>Abuse or molestation</b>	<ol style="list-style-type: none"> <li>Physical, mental or financial abuse, assault, battery, mistreatment or maltreatment;</li> <li>sexual exploitation or any actual or attempted sexual relations, sexual contact or intimacy;</li> <li>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</li> <li>any other act of a sexual nature or undertaken with a sexual motive.</li> </ol>
<b>Abuse or molestation retroactive date</b>	The date stated as the retroactive date in the Abuse or molestation cover section of <b>your</b> schedule.
<b>Activities</b>	<p>Any activities <b>you</b> have declared to <b>us</b> and which are stated in the Business field of <b>your</b> schedule.</p> <p>The following are also included where they are incidental to such activities:</p> <ol style="list-style-type: none"> <li>the maintenance of property or premises owned or occupied by <b>you</b>;</li> <li>the provision or management of: <ol style="list-style-type: none"> <li>canteen, social, sports, education or welfare organisations; or</li> <li>first aid or security services,</li> </ol> for the benefit of <b>your employees</b>; and</li> <li>attendance at conferences and promotional events within the <b>geographical limits</b> which directly relate to <b>your</b> activities.</li> </ol>
<b>Bodily injury</b>	Death, or any bodily injury, illness, disease or mental injury.
<b>Defective work</b>	Work carried out by <b>you</b> , or by any labour-only sub-contractor on <b>your</b> behalf, which does not meet the standard required by the contract between <b>you</b> and <b>your</b> customer, including any implied terms in relation to quality.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	<p>Nuisance, trespass or interference with any legal right:</p> <ol style="list-style-type: none"> <li>to access or use land or water; or</li> <li>of air or light.</li> </ol>
<b>Drone</b>	Any remotely controlled un-manned aerial vehicle and any accessories used with such craft.
<b>Employee</b>	<p>Any person working for <b>you</b> in connection with <b>your activities</b> who is:</p> <ol style="list-style-type: none"> <li>employed by <b>you</b> under a contract of service or apprenticeship;</li> <li>hired to or borrowed by <b>you</b>;</li> <li>self-employed or working on a labour-only basis under <b>your</b> control or supervision;</li> <li>engaged by labour-only sub-contractors;</li> <li>a labour master or a person supplied by them;</li> <li>engaged under a work experience or training scheme; or</li> <li>a voluntary worker engaged with <b>your</b> permission.</li> </ol>
<b>Inefficacy</b>	The failure of any of <b>your products</b> to perform the function or serve the purpose for which it was intended.

<b>Personal injury</b>	<ol style="list-style-type: none"> <li>False arrest, detention or imprisonment;</li> <li>malicious prosecution; or</li> <li>wrongful entry into, or eviction of a person from, a room, dwelling or premises which they occupy.</li> </ol>
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	<p>Any goods which are:</p> <ol style="list-style-type: none"> <li>sold, supplied, distributed, manufactured, constructed, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b>; and</li> <li>not in <b>your</b> care, custody or control at the time of any occurrence giving rise to a claim under this section of <b>your policy</b>.</li> </ol>
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Land-based mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>United Kingdom</b>	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
<b>You/your</b>	The insured named in <b>your</b> schedule. This also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> director, partner, trustee, committee member, senior manager or officer in actual control of <b>your</b> operations.

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## What is covered

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

- 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**.

Defective work

If, as a result of **your activities**, any client or customer of **yours** brings a claim against **you** during the **period of insurance** for the costs incurred for any third party to rectify **defective work**, **we** will indemnify **you** against the sums **you** have to pay as compensation for such costs to **your** client or customer, provided that:

1. **you** last carried out work under the contract to which the claim relates less than 12 months prior to the claim being brought against **you**;
2. **you** had no reasonable belief during or on the completion of the work under the contract to which the claim relates, or during any applicable maintenance period, that **defective work** had been carried out;
3. **you** were not asked nor given any opportunity by **your** client or customer, or anyone acting on their behalf, to rectify **defective work** before rectification was carried out by a third party; and
4. the **defective work** did not arise as a result of any:
  - a. strike, industrial action, lock-out or labour disturbance in which **you** or **your employees** were involved;
  - b. failure, withdrawal or inadequacy of necessary finance or the financial default of any person, corporation or entity;
  - c. act of fraud or dishonesty; or
  - d. failure or interruption of service provided by an internet service provider, telecommunications provider, utility provider or other infrastructure provider.

**We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section. However, **we** will not pay for the diminution in value of any property.

## 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**;

	<ul style="list-style-type: none"> <li>c. premises, including their contents, fixtures and fittings, which are rented to <b>you</b>, unless <b>you</b> are obliged by lease or other agreement to maintain property insurance cover in respect of these;</li> <li>d. property belonging to <b>your</b> 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 <b>you</b>; or</li> <li>e. loss of a third-party's keys or electronic pass cards.</li> </ul>
Vehicles and craft	<p>2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, <b>drone</b>, 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.</p> <p>This does not apply to:</p> <ul style="list-style-type: none"> <li>a. any <b>tool of trade</b>; or</li> <li>b. the loading or unloading of any vehicle off the highway.</li> </ul>
Injury to employees	<p>3. <b>bodily injury</b> to any:</p> <ul style="list-style-type: none"> <li>a. <b>employee</b>; or</li> <li>b. person supplied by <b>you</b> to a client under contract which occurs anywhere other than at <b>your</b> premises.</li> </ul>
Defamation and intellectual property	<p>4. a. defamation, including but not limited to libel, slander, trade libel, product disparagement and malicious falsehood; or</p> <p>b. any infringement of intellectual property rights including but not limited to copyright, trademark or moral rights or any act of passing-off.</p>
Personal data	<p>5. any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to <b>personal data</b>.</p>
Confidential corporate information	<p>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 <b>you</b> are legally required to keep confidential.</p>
Bona-fide sub-contractors	<p>7. any work undertaken on <b>your</b> behalf by bona-fide sub-contractors, unless <b>you</b> take all reasonable steps to ensure that they maintain public liability insurance cover for such work which has a limit of indemnity of not less than that under this section of the <b>policy</b>. However, this exclusion shall not apply to any bona-fide sub-contractors who are solely undertaking cleaning services on <b>your</b> behalf.</p>
Pollution	<p>8. a. i. any <b>pollution</b>; or</p> <p>ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by any <b>pollution</b>, unless the <b>pollution</b> is caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b>; or</p> <p>b. any <b>pollution</b> occurring in the United States of America or Canada.</p>
Cyber incidents	<p>9. or contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> <li>a. <b>cyber attack</b>;</li> <li>b. <b>hacker</b>;</li> <li>c. <b>social engineering communication</b>;</li> <li>d. <b>computer or digital technology error</b>;</li> <li>e. any fear or threat of 9.a. to 9.c. above; or</li> <li>f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 9.a. to 9.e. above.</li> </ul>
Professional advice	<p>10. the provision or preparation of, or the failure to provide or prepare any:</p>

- a. technical drawing, blueprint or plan;
- b. design, specification or formula;
- c. **program** or automated system; or
- d. instruction, training, direction or advice.

by **you** or on **your** behalf.

However, this exclusion does not apply to any accompanying printed safety advice relating to **your products**.

Treatment, care, diagnosis or prescription.	11.	<ul style="list-style-type: none"> <li>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 <b>your activities</b>;</li> <li>b. the medical, dental or veterinary diagnosis of or failure to diagnose any person or animal;</li> <li>c. the prescription of or failure to prescribe any drug or medicine; or</li> <li>d. the administration of or failure to administer any drug, medicine, vaccination or any medical, dental or veterinary test.</li> </ul>
Tour operator's liability	12.	any of <b>your activities</b> where <b>you</b> are deemed in law to be liable, solely as a result of: <ul style="list-style-type: none"> <li>a. the Package Travel and Linked Travel Arrangements Regulations 2018;</li> <li>b. any similar or successor legislation; or</li> <li>c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.</li> </ul>
Product recall	13.	the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts.  However, this exclusion does not apply to <b>What is covered, Additional cover</b> , Defective work.
Your products	14.	any products: <ul style="list-style-type: none"> <li>a. classed as aircraft, <b>drones</b>, missiles, spacecraft or any other aerial device, including any associated ground support or control equipment;</li> <li>b. installed in aircraft, <b>drones</b>, missiles, spacecraft or any other aerial device, or which are used in connection with such items;</li> <li>c. used as tooling in the manufacture of aircraft, <b>drones</b>, missiles, spacecraft or any other aerial device, including ground-handling tools and equipment;</li> <li>d.               <ul style="list-style-type: none"> <li>i. classed as; or</li> <li>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;</li> </ul> </li> <li>e. designed for medical purposes and which are permanently implanted into the human body; or</li> <li>f.               <ul style="list-style-type: none"> <li>i. classed as cigarettes, e-cigarettes, cigars, e-cigars or vapes; or</li> <li>ii. which contain, use or are derived from tobacco or nicotine, including any related by-products.</li> </ul> </li> </ul>
Deliberate or reckless acts	15.	any act, breach, omission or infringement <b>you</b> 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	16.	the actions of any person supplied by <b>you</b> to a client under contract.
Railways and aircraft	17.	the operation, maintenance or construction of any: <ul style="list-style-type: none"> <li>a. railway, rail track, rail signalling or rolling stock; or</li> <li>b. aircraft, <b>drone</b>, missile, spacecraft or any other aerial device.</li> </ul>

Contracts	18. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Terrorism, civil commotion, war or nuclear	<p>19. or contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> <li>a. <b>terrorism</b>;</li> <li>b. <b>civil commotion</b>, strike or industrial action;</li> <li>c. <b>war</b>;</li> <li>d. <b>nuclear risks</b>;</li> <li>e. fear or threat of 19.a. to 19.d. above; or</li> <li>f. action taken in controlling, preventing, suppressing, responding or in any way relating to 19.a. to 19.e. above.</li> </ul> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of 15.a. above, it will be for <b>you</b> to show that the exclusion does not apply.</p>
Confiscation	20. <b>confiscation</b> .
Asbestos	21. <b>asbestos risks</b> .
Perfluoroalkyl and polyfluoroalkyl substances	<p>22. or contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> <li>a. perfluoroalkyl or polyfluoroalkyl substances;</li> <li>b. any fear or threat of 22.a. above; or</li> <li>c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 22.a. or 22.b. above.</li> </ul> <p>B. <b>We</b> will not make any payment for:</p>
Restricted recovery	1. that part of any claim where <b>your</b> 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 <b>your</b> 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 <b>your</b> schedule.
Geographical limits	<p>4. any claim brought against <b>you</b> or representation costs arising from any:</p> <ul style="list-style-type: none"> <li>a. <b>activities</b> carried out by <b>you</b> or on <b>your</b> behalf; or</li> <li>b. <b>bodily injury</b> or <b>property damage</b> caused by any <b>products</b> which occurs,</li> </ul> <p>in any country outside the <b>geographical limits</b>.</p>
Excess	5. the amount of any <b>excess</b> .

## 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.



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**.

### Special limits

Abuse or molestation	For claims brought against <b>you</b> for <b>abuse or molestation</b> , the most <b>we</b> will pay is the amount stated in <b>your</b> schedule for the total of all such claims and their <b>defence costs</b> .
Products	<p>The most <b>we</b> will pay for the total of all claims and their <b>defence costs</b> arising from <b>your products</b>, including for <b>inefficacy</b>, is the amount stated in <b>your</b> schedule.</p> <p>The most <b>we</b> will pay for the total of all claims and their <b>defence costs</b> arising from <b>inefficacy</b>, is the amount stated under <b>Special limits</b> in this section of <b>your</b> schedule.</p>
Pollution	For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount stated in <b>your</b> schedule.
Claims brought against you in USA or Canada	If it is stated in <b>your</b> schedule that cover is provided for claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> .
Unauthorised use of third-party telephones by your employees	The most <b>we</b> will pay for the total of all claims and their <b>defence costs</b> arising from the unauthorised use of a third party's telephone system is the amount stated in <b>your</b> schedule.

### Additional cover

Representation costs	The most <b>we</b> will pay for the total of all representation costs covered under this section of the <b>policy</b> is the amount stated in <b>your</b> schedule.
Court attendance compensation	The most <b>we</b> will pay for the total of all court attendance covered under this section of the <b>policy</b> is stated in <b>your</b> schedule.
Defective work	The most <b>we</b> will pay for the total of all claims and their <b>defence costs</b> arising from <b>defective work</b> is the amount stated in <b>your</b> schedule.

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## Your obligations

Notification of claims	<p>A. <b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b>:</p> <ol style="list-style-type: none"><li>as soon as possible and in any event within seven days of:<ol style="list-style-type: none"><li>a claim or anything which may give rise to a claim for or arising out of <b>bodily injury</b> or <b>abuse or molestation</b>;</li><li><b>your</b> discovery, or the existence of reasonable grounds for <b>your</b> suspicion, that any director, partner, trustee, committee member or <b>employee</b> has committed <b>abuse or molestation</b>; or</li><li>anything which may give rise to a request for <b>us</b> to pay representation costs under <b>What is covered, Additional cover</b>, Representation costs.</li></ol></li><li>promptly of any other claim or anything which may give rise to any other claim against <b>you</b>, including <b>your</b> discovery that <b>your products</b> are defective, or of <b>your</b> awareness of the <b>inefficacy</b> of any of <b>your products</b>.</li></ol> <p>At <b>our</b> request, <b>you</b> must confirm the facts in writing within 30 days with as much information as is available.</p> <p><b>You</b> should make this notification directly to <b>us</b> (and <b>your</b> insurance adviser, if <b>you</b> have one) as follows:</p> <p>by email to: liability.claims@hiscox.com; or</p> <p>by post to: UKSC Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.</p> <p>Please ensure <b>you</b> quote <b>your</b> policy number.</p>
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Not admitting liability	B. 1. When dealing with <b>your</b> client or any third party, <b>you</b> must not admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement.
Our rights of recovery	2. <b>You</b> must ensure that <b>our</b> 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 <b>you</b> have entered, unless <b>you</b> have our prior agreement in writing.
Correcting problems	3. <b>You</b> must take reasonable steps to remedy or rectify, at <b>your</b> expense, any defect or failure in the goods or services <b>you</b> 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

**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.

**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.

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

**We** will not pay any part of a claim and its associated costs which is not covered by this section.

If a claim is made which is:

1. not wholly covered by this section; or
2. made against **you** and any other party who is not covered under this section,

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.

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

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:

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**.

## Employers' liability

### Policy wording

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

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### Special definitions for this section

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

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### What is covered

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



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

Court attendance compensation	If any of <b>your</b> directors, partners, trustees, committee members, senior managers or officers in actual control of <b>your</b> operations or any other <b>employee</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day that their attendance is required by <b>our</b> solicitor.
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## What is not covered

	<b>We</b> 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 <b>you</b> deliberately or recklessly commit, condone or ignore.
Offshore	b. any <b>bodily injury</b> caused to any of <b>your employees</b> while they are offshore. An <b>employee</b> 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 <b>bodily injury</b> to any <b>employee</b> while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where <b>you</b> are entitled to indemnity from any other source.
Placed personnel	d. any <b>bodily injury</b> to any person supplied by <b>you</b> to a client under contract.
Claims outside the applicable courts	2. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.
	This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

## How much we will pay

**We** will pay up to the limit of indemnity stated in the schedule, unless limited below.

All claims, losses and **defence costs** relating to one or more **employees** which arise from any one incident or event will be regarded as one claim. This includes such claims, losses and **defence costs** arising after, as well as during, the **period of insurance**, but does not include criminal proceedings costs.

## Special limits

Terrorism	The most <b>we</b> will pay for claims and their <b>defence costs</b> arising from <b>terrorism</b> is the amount stated in the schedule. If <b>we</b> decide that this limit applies to a claim, it is <b>your</b> responsibility to prove that the claim does not arise from <b>terrorism</b> .
Criminal proceedings costs	<b>We</b> will pay up to the amount stated in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .

## Additional cover

Court attendance compensation

**We** will pay **you** compensation, as stated in the schedule, for each day or part day that any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or other **employees** are required to attend court in relation to a claim covered under this section. The most **we** will pay for the total of all court attendance covered under this section is stated in the schedule.

## Your obligations

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

1. employer name; and
2. full address of employer including postcode; and
3. 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:

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

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

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us**:
  - a. immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section for or arising out of **bodily injury**;
  - b. promptly of any:
    - i. other claim or anything which may give rise to any other claim; or
    - ii. threatened criminal action by any governmental, administrative or regulatory body.

At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

**You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your** policy number:

by email to: [liability.claims@hiscox.com](mailto:liability.claims@hiscox.com); or

by post to: UKSC Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.
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, **we** may reduce 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 clause

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

## 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:

- from **your** insurance adviser (if **you** have one); or
- by contacting **us**; or
- at [www.elto.org.uk](http://www.elto.org.uk).