



Hiscox Insurance
Your policy wording



Hiscox Insurance

Policy wording

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Hiscox Insurance

Policy wording

Introduction

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

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

Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

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

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

Our promise to you

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



Ben Horton

Executive Director, Hiscox Underwriting Ltd
Chief Underwriting Officer, Hiscox UK

Complaints procedure

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

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR
United Kingdom

or by telephone on +44 (0)800 116 4627 or +44 (0)1904 681 198
or by email at customer.relations@hiscox.com.

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

General terms and conditions

General definitions

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

Asbestos risks

- a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
- b. exposure to asbestos, asbestos fibres or materials containing asbestos; or
- c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

Business

Your business or profession as shown in the schedule.

Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.

Date recognition

Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.

Endorsement

A change to the terms of the **policy**.

Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ul style="list-style-type: none"> a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above; c. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Program(s)	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Terrorism	<p>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:</p> <ul style="list-style-type: none"> a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and c. <ul style="list-style-type: none"> i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or iv. creates a risk to health or safety of the public or a section of the public; or v. is designed to interfere with or to disrupt an electronic system.
Virus	Programmes that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in the schedule.
You/your	The insured named in the schedule.

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

- | | |
|---|---|
| Presentation of the risk | 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 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. |

	<p>b. If we establish that you failed to present the risk to us fairly but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you made a fair presentation of the risk, as follows:</p> <p>i. if we would not have provided this policy, we may treat it as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us. We will refund any premiums you have paid; or</p> <p>ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the period of insurance. This may result in us making no payment for a particular claim or loss. You must reimburse any payment made by us that we would not have paid if such terms had been in effect.</p>
Change of circumstances	<p>3. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy (a material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). We may then change the terms and conditions of this policy or cancel it in accordance with the cancellation condition.</p>
If you fail to notify us of a change of circumstances	<p>4. a. If we establish that you deliberately or recklessly failed to:</p> <p>i. notify us of a change of circumstances which may materially affect the policy; or</p> <p>ii. comply with the obligation in 1. above to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances;</p> <p>we may treat this policy as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. You must reimburse all payments already made by us relating to claims made or losses occurring after such date. We will be entitled to retain all premiums paid.</p> <p>b. If we establish that you failed to notify us of a change of circumstances or to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances, but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you fairly presented the change of circumstances to us, as follows:</p> <p>i. if we would have cancelled this policy, we may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. You must reimburse any payments already made by us relating to claims made or losses occurring after such date. We will refund any premiums you have paid in respect of any period after the date when cancellation would have been effective; or</p> <p>ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the date when your circumstances changed. This may result in us making no payment for a particular claim or loss.</p>
Reasonable precautions	<p>5. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair. We will not make any payment under this policy in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.</p>
Premium payment	<p>6. We will not make any payment under this policy until you have paid the premium.</p>
Cancellation	<p>7. You or we can cancel the policy by giving 30 days' written notice. We will give you a pro-rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium under £20.</p> <p>If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy. In this event, the period of insurance will equate to the period for which premium instalments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p>
Multiple insureds	<p>8. The most we will pay is the relevant amount shown in the schedule.</p>

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

Aggregate limit	9. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance .
Rights of third parties	10. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.
Cover under multiple sections	12. Where you , including anyone within the meaning of 'you' or 'insured person' in any section of the policy , are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy , being the section that provides the most advantageous cover to you or the party entitled to cover.
Governing law	13. Unless some other law is agreed in writing, this policy 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.

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	<ol style="list-style-type: none">1. We will not make any payment under this policy unless you:<ol style="list-style-type: none">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; andb. 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:<ol style="list-style-type: none">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; andb. 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.
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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	<ol style="list-style-type: none">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:<ol style="list-style-type: none">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; andd. we shall be entitled to retain all premiums paid.
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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.

Professional indemnity

Policy wording

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

Special definitions for this section

Advertising or branding	Advertising, branding, including your company name, trading name and any web domain name, publicity or promotion in or of those of your products or services that expressly fall within your business activity .
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Business activity	The activities stated in the schedule, which you perform in the course of your business .
Client	Any person or entity with whom you have engaged or contracted to provide services or deliverables that expressly fall within your business activity .
Computer or digital technology	Any programs , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
Computer or digital technology error	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none">1. creation, handling, entry, modification or maintenance of; or2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of; any computer or digital technology .
Cyber attack	Any digital attack or interference, whether by a hacker or otherwise, designed to: <ol style="list-style-type: none">1. gain access to;2. extract information from;3. disrupt access to or the operation of; or4. cause damage to: any data or computer or digital technology , including but not limited to any: <ol style="list-style-type: none">a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; orb. denial of service attack or distributed denial of service attack.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none">1. computer or digital technology; or2. data held electronically by you or on your behalf.
Personal data	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Retroactive date	The date stated as the retroactive date in the schedule.

Social engineering communication	Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

	A.
Claims against you	If during the period of insurance , and as a result of your business activity for a client on or after the retroactive date within the geographical limits , any party brings a claim, including any injunctive proceedings, against you for:
Negligence	a. negligence or breach of a duty of care;
Negligent misstatement	b. negligent misstatement or negligent misrepresentation;
Intellectual property infringement	c. infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;
Breach of confidentiality	d. breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
Defamation	e. defamation;
Dishonesty	f. dishonesty of your individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to you and under your supervision; or
Other civil liability	g. 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.
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 any business activity undertaken on your behalf by any sub-contractor or outsourcer.
Avoiding a potential claim against you	If: a. your client has reasonable grounds for being dissatisfied with the work you have done or which has been done on your behalf and refuses to pay for any or all of it, including amounts you legally owe to sub-contractors or outsourcers at the date of the refusal; b. your client threatens to bring a claim against you for more than the amount owed and we are satisfied that the threatened claim has reasonable prospects of success; and c. we believe that it may be possible to settle the dispute with the client by your agreeing not to press for the disputed amount, we may, in our discretion, pay you the amount owed to you over and above the excess . If we do, you must agree not to press your client for the disputed amount. Alternatively, if it is not possible to reach agreement with the client on this basis but we still believe that by not pressing for the disputed amount you will avoid a legitimate claim or counterclaim for a greater amount, we may pay the amount owed to you at that time, over and above the excess . If a claim is still brought, we will deal with it but our total payment, including what we have already paid you or on your behalf, will not exceed the applicable limit of indemnity stated in the schedule. You must return the amount we have paid if you eventually recover the debt, less your reasonable expenses. Once we agree to make any payment above, you will assign to us such rights as you have in relation to the amounts owed to you . We will not make any payment for any money owed to you if the claim or threatened claim, or part of the claim or threatened claim, is not covered by this section.

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, including any injunctive proceedings, 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. The most **we** will pay for the total of all such expenses is the relevant amount stated in the schedule.

Additional cover

Court attendance compensation

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

What is not covered

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

Investments

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

Survey and valuation

2. any survey or valuation of physical property or any construction or erection work, other than heating, lighting, electrical, venting and other work normally undertaken by a building services engineer.

Pension schemes

3. any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or any breach of any legislation or regulation related to these activities.

Taxation and competition

4. any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.

Pollution

5. **pollution.**

Cyber incident

6. or contributed to by, resulting from or in connection with any:

a. **cyber attack;**

b. **hacker;**

c. **social engineering communication;**

d. any fear or threat of 6.a. to 6.c. above;

e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.d. above.

Discrimination and harassment

7. any discrimination, harassment or unfair treatment, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.

Injury

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

Land, animals and vehicles

9. the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle.

Property damage	10. the loss, damage or destruction of any tangible property unless arising directly from your breach of a duty of care in the performance of a business activity . This clause does not apply to your own loss under the Loss of documents cover in What is covered .
Negotiable instruments	11. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
Computer or digital technology error	12. or contributed to by, resulting from or in connection with any computer or digital technology error .
Directors and officers' liability	13. any personal liability incurred by a director or officer of yours when acting in that capacity or managing your business , or a breach of any fiduciary duty, other than when performing a business activity for a client , or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements.
Product liability	14. any supply, manufacture, sale, installation or maintenance of any product.
Defamatory statements	15. any statement you knew, or ought reasonably to have known, was defamatory at the time of publication.
Deliberate, reckless or dishonest acts	16. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in What is covered , A. Claims against you, but we will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.
Pre-existing problems	17. anything, including any actual or alleged shortcoming in your work, likely to lead to a claim against you or your own loss, which you knew or ought reasonably to have known about before we agreed to insure you .
Date recognition	18. date recognition .
War, terrorism and nuclear	19. or contributed to by, resulting from or in connection with any: <ul style="list-style-type: none"> a. terrorism; b. war; c. nuclear risks; d. fear or threat of 19.a. to 19.c. above; or e. any action taken in controlling preventing, suppressing, responding or in any way relating to 19.a. to 19.d. above. <p>If there is any dispute between you and us over the application of clause 19.a. above, it will be for you to show that the clause does not apply.</p>
Asbestos	20. asbestos risks .
Contractual liability	21. any liability under any contract which is greater than the liability you would have at law without the contract.
Employees	22. anyone's employment with or work for you , or any breach of an obligation owed by you as an employer.
Supplied personnel	23. the work of any personnel supplied by you to a client , unless you have breached a duty of care in supplying them.
Patent/trade secret	24. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.
Infrastructure failure	25. contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider.
Trademarks and false advertising	26. any actual or alleged: <ul style="list-style-type: none"> a. act of passing-off, unauthorised use of another's trademark, name or logo; or b. false or misleading advertising <p>in relation to your advertising or branding.</p> <p>B. We will not make any payment for:</p>

Claims brought by a related party	1. any claim brought by an insured within the definition of you or any party with a financial, executive or managerial interest in you , including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of your business activity .
Restricted recovery rights	2. that part of any claim where your right of recovery is restricted by any contract.
Lost profit and VAT	3. your lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any client , account or business.
Non-compensatory payments	5. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	6. any claim, including arbitration, brought outside the applicable courts . This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts .
Personal data claims	7. any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data . However, this does not apply to any covered claim or part of a covered claim made against you by a client which arises directly from your performance of a business activity for that client and which is not otherwise excluded by What is not covered, A. 6. Cyber incidents above. The most we will pay in relation to any such covered claim(s) is the special limit stated in the schedule for personal data claims.

How much we will pay

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

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

Special limits

The most **we** will pay for each item below, unless otherwise stated in the schedule, is a single limit of indemnity, which is an aggregate limit, for the total of all claims (including their **defence costs**) brought 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; and |
| Injury | 3. the death, disease or bodily or mental injury of anyone. |

Personal data claims

The most **we** will pay for the total of all claims or parts of claims against **you** by a **client** including **defence costs**, which arise directly from **your** performance of a **business activity** for that **client** relating to **personal data** is the relevant amount stated in the schedule, which is included within, and not in addition to, the overall limit of indemnity for this section.

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

Paying out the limit of indemnity

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

Your obligations

- If a problem arises
1. **We** will not make any payment under this section unless **you** notify **us** of the following promptly and within the **period of insurance**, or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of anything, including any actual or alleged shortcoming in **your** work, which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
 - b. any claim or threatened claim against **you**;
 - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee, sub-contractor or outsourcer has acted dishonestly;
 2. When dealing with **your client** 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 **policy** 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 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 not wholly covered by this section or is brought 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 or 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.

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 Queen'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 Queen'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**.

Public and products liability

Policy wording

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

Special definitions for this section

Abuse or molestation	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
Abuse or molestation retroactive date	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Computer or digital technology	Any programs , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
Computer or digital technology error	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none">1. creation, handling, entry, modification or maintenance of; or2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of; any computer or digital technology .
Cyber attack	Any digital attack or interference, whether by a hacker or otherwise, designed to: <ol style="list-style-type: none">1. gain access to;2. extract information from;3. disrupt access to or the operation of; or4. cause damage to: any data or computer or digital technology , including but not limited to any: <ol style="list-style-type: none">a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; orb. denial of service attack or distributed denial of service attack.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Drone	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
Employee	Any person working for you in connection with your business who is: <ol style="list-style-type: none">1. employed by you under a contract of service or apprenticeship;2. hired to or borrowed by you;3. under your control or supervision and is self-employed or working on a labour-only basis;4. engaged by labour-only sub-contractors;5. a labour master or a person supplied by him;6. engaged under a work experience or training scheme;7. a voluntary worker engaged with your permission.

Hacker	Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"> computer or digital technology; or data held electronically by you or on your behalf.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Personal data	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation. This does not include drones .
You/your	Also includes any person who was, is or during the period of insurance becomes your director, partner, trustee, committee member, senior manager or officer in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none"> bodily injury, other than abuse or molestation, or property damage occurring during the period of insurance; personal injury or denial of access committed during the period of insurance, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Abuse or molestation claims	<p>If, as a result of your business, any party brings a claim against you during the period of insurance for abuse or molestation committed after the abuse or molestation retroactive date, we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee when they are acting on your behalf in whatever capacity. However, we will not in any event provide cover to any party who commits, condones or ignores any abuse or molestation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners, trustees, committee members, employees or the spouse of any such person against legal liability as a result of bodily injury, property damage or personal injury, which falls within the scope of What is covered. Claims against you, incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than where such liability:</p> <ol style="list-style-type: none"> arises out of: <ol style="list-style-type: none"> any loss of a third-party's key or electronic pass card; any failure to secure a third-party's premises; the ownership or occupation of land or buildings; or

b. is covered by any other insurance.

Claims against principals

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

- a. party individually stated in the Public and products liability section of the schedule under Named third parties; or
- b. other party with whom **you** have entered into a contract or agreement in connection with **your business**;

and **you** are liable for that claim, **we** will treat such claim as if it had been made against **you** and make the same payment to such party that **we** would have made to **you**, provided that they:

- i. have not, in **our** reasonable opinion, caused or contributed to the claim against them;
- ii. accept that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- iii. have not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- iv. give **us** the information and co-operation **we** reasonably require for dealing with the claim.

Cross liabilities

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

Criminal proceedings costs

If, during the **period of insurance**, any governmental, administrative or regulatory body brings any criminal or regulatory action or proceedings against **you** or any **employee** directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action or proceedings. However, **we** will only pay the costs incurred to defend any allegations of **abuse or molestation** covered under this section up to the date of any judgment or other final adjudication against the **employee** or an admission by the **employee** that an act of **abuse or molestation** did occur.

Loss of third-party keys

If, during the **period of insurance** and as a result of **your business**, **you** lose any key or electronic pass card belonging to a third party for which **you** are legally responsible, and that party brings 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 business**, and that party brings 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.

Unauthorised use of third-party telephones by your employees

If, during the **period of insurance** and as a result of **your business**, 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 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.

Defective Premises Act

If, during the **period of insurance**, **you** dispose of any premises in connection with **your business** 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:

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

Additional cover

Court attendance compensation

If any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or any other **employee** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered	A. We will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
Property for which you are responsible	<ol style="list-style-type: none"> 1. loss of or damage to any property belonging to you or which at the time of the loss or damage is in your care, custody or control. This does not apply to: <ol style="list-style-type: none"> a. vehicles or personal effects belonging to your employees or visitors, while on your premises; b. premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your business; c. premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement; d. loss of a third-party's keys or electronic pass cards. 2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, drone, hovercraft, self-balancing motorised scooter, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. This does not apply to: <ol style="list-style-type: none"> a. any tool of trade; b. the loading or unloading of any vehicle off the highway.
Injury to employees	<ol style="list-style-type: none"> 3. bodily injury to any: <ol style="list-style-type: none"> a. employee; or b. person supplied by you to a client under contract which occurs anywhere other than at your premises.
Pollution	<ol style="list-style-type: none"> 4. a. i. any pollution of buildings or other structures or of water or land or the atmosphere; or ii. any bodily injury or property damage directly or indirectly caused by pollution; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance; b. any pollution occurring in the United States of America or Canada.
Cyber incidents	<ol style="list-style-type: none"> 5. contributed to by, resulting from or in connection with any: <ol style="list-style-type: none"> a. cyber attack; b. hacker; c. computer or digital technology error; or d. any fear or threat of 5.a. to 5.b. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.d. above.
Professional advice	<ol style="list-style-type: none"> 6. designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by you.
Treatment or care	<ol style="list-style-type: none"> 7. the provision of or failure to provide any treatment or care of a person or animal, other than the provision of first aid in connection with your business.
Tour operator's liability	<ol style="list-style-type: none"> 8. any business activity where you are deemed in law to be liable, purely as a result of: <ol style="list-style-type: none"> a. the Package Travel and Linked Travel Arrangements Regulations 2018; b. any similar or successor legislation; or c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.

Your products	<p>9. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.</p> <p>10. a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;</p> <p>b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products;</p> <p>c. any products relating to drones or self-balancing motorised scooters.</p>
Inefficacy	11. inefficacy .
Deliberate or reckless acts	12. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Placed personnel	13. the actions of any person supplied by you to a client under contract.
Contracts	14. your liability under any contract which is greater than the liability you would have at law without the contract.
Terrorism, war or nuclear	<p>15. contributed to by, resulting from or in connection with any:</p> <p>a. terrorism;</p> <p>b. war;</p> <p>c. nuclear risks;</p> <p>d. any fear or threat of 15.a. to 15.c. above; or</p> <p>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 15.a. to 15.d. above.</p> <p>If there is any dispute between you and us over the application of 15.a. above, it will be for you to show that the clause does not apply.</p>
Personal data	16. contributed to by, resulting from or in connection with any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data .
Asbestos	<p>17. asbestos risks.</p> <p>B. We will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Geographical limits	<p>4. any claim brought against you:</p> <p>a. resulting from any work you undertake in any country outside the geographical limits; or</p> <p>b. for bodily injury or property damage, arising from any products, occurring in any country outside the geographical limits.</p>
Excess	5. the amount of any relevant excess .

How much we will pay

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

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

Special limits

Abuse or molestation

For claims brought against **you** for **abuse or molestation**, the most **we** will pay is the amount stated in the schedule for the total of all such claims and their **defence costs**.

Products

For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**.

Pollution

For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount stated in the schedule.

Claims brought against you in USA or Canada

If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**.

Criminal proceedings costs

The most **we** will pay for the costs to defend criminal or regulatory actions or proceedings is the amount stated in the schedule. This applies to all actions and proceedings brought against **you** and **your employees** during the **period of insurance**.

Unauthorised use of third-party telephones by your employees

For claims arising from the unauthorised use of a third-party's telephone systems, the most **we** will pay is the amount stated in the schedule for the total of all such claims and their **defence costs**.

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.

Paying out the limit of indemnity

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

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us**:
 - a. immediately and in any event within seven days of:
 - i. a claim or anything which may give rise to a claim for or arising out of **bodily injury** or **abuse or molestation**;
 - ii. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any director, partner, trustee, committee member or **employee** has committed **abuse or molestation**; or
 - iii. any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body.
 - b. promptly of any other claim or anything which may give rise to any other claim against **you**, including **your** discovery that **products** are defective.

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

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

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

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

Correcting problems	<p>2. When dealing with your client 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.</p> <p>3. You must take reasonable steps to remedy or rectify, at your expense, any defect or failure in the goods or services you have supplied to a 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 these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.</p>
<hr/>	
Control of defence	<p>We have the right, but not the obligation, to take control of and conduct in your name the investigation, settlement or defence of any or any part of a claim.</p> <p>You must give us the information and co-operation which we may reasonably require and take all reasonable steps to defend any claim. You should not do anything which may prejudice our position.</p>
Appointment of legal representation	<p>We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the claim.</p>
Partially covered claims	<p>We will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought 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 or associated costs, including defence costs on the basis of the relative legal and financial exposures.</p>
Advancement of defence costs	<p>We will pay defence costs covered by this section on an ongoing basis prior to the final resolution of any claim. However, we will not pay any defence costs in connection with any claim or part of a claim which is not covered under this section. You must reimburse us for any defence costs paid where it is determined there is no entitlement under this section.</p>
Payment of full limit of indemnity	<p>We have no further duty to indemnify you against any claim where we pay you the applicable limit of indemnity as described in How much we will pay, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.</p>
Payment of excess	<p>Our duty to make any payment under this section arises only after the applicable excess is fully paid. The excess will only be eroded by the covered parts of a claim.</p>
Disputes	<p>For the purposes of control of defence in this section of the policy, General condition 14, Arbitration, within the General terms and conditions is amended to read as follows:</p> <p>Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen'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 Queen's Counsel shall be binding on you and us in relation to matters referred under this clause. The costs of such opinion shall be met by us.</p>

Employers' liability

Policy wording

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

Special definitions for this section

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

What is covered

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

- b. **we** would have covered **your** liability if **you** had caused the **bodily injury**; and
- c. there is no appeal outstanding; and
- d. the **employee** assigns his or her judgment to **us**.

Cyber claims

We 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.

Additional cover

Court attendance compensation

If any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or any other **employee** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered

We will not make any payment for:

- 1. any claim or part of a claim or loss directly or indirectly due to:
 - a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore.
 - b. any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.
 - c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.
 - d. any **bodily injury** to any person supplied by **you** to a client under contract.
- 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.

Deliberate or reckless acts

Offshore

Road traffic legislation

Placed personnel

Claims 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 **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount stated in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.

Criminal proceedings costs

We will pay up to the amount stated in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.

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; 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.

Property definitions

Special definitions for all property sections

Activities	Your activities declared to us and accepted by us , or the business activities stated on the schedule.
Amount insured	The most we will pay as stated in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Breakdown	<ol style="list-style-type: none">1. Breaking, failure, distortion or burning out of any part of equipment or a computer whilst in ordinary use, arising from defects in the equipment or computers causing its sudden stoppage and necessitating repair or replacement before it can resume work;2. fracturing of any part of equipment or a computer by frost which renders such equipment or computers inoperative; or3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.
Buildings	<p>The buildings, which belong to you or for which you are legally responsible, at the premises stated in the schedule, including:</p> <ol style="list-style-type: none">1. outbuildings and annexes;2. fixtures and fittings, fixed fuel tanks;3. walls, gates, fences, car parks, yards, private roads, pavements and paths at the premises;4. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains. <p>The land at the premises is not included within this definition.</p>
Communicable disease	Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.
Computers	Computers, handheld devices and ancillary equipment, which belong to you or for which you are legally responsible, including software and data carrying media but excluding data or information entered by you or on your behalf.
Computer or digital technology	Any programs , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
Computer or digital technology error	<p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none">1. creation, handling, entry, modification or maintenance of; or2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, <p>any computer or digital technology.</p>
Cyber attack	<p>Any digital attack or interference, whether by a hacker or otherwise, designed to:</p> <ol style="list-style-type: none">1. gain access to;2. extract information from;3. disrupt access to or the operation of; or4. cause damage to: <p>any data or computer or digital technology, including but not limited to any:</p> <ol style="list-style-type: none">a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; orb. denial of service attack or distributed denial of service attack.

Damage	Accidental physical loss or physical damage.
Declared amount	Any amount stated in the schedule which you have declared as: <ol style="list-style-type: none"> 1. your actual income or gross profit or fees; 2. the total replacement value of your contents; or 3. the total costs of rebuilding your buildings.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or subsidence and any ensuing tsunami.
Employee's home	The home of any partner, director, trustee, committee member, employee or volunteer of yours within the United Kingdom.
Equipment	Equipment, which belongs to you or for which you are legally responsible: <ol style="list-style-type: none"> 1. built to operate under vacuum or pressure, other than the weight of contents; or 2. used for the generation, transmission or utilisation of energy. <p>Computers are not included in this definition.</p>
Event location	Any location within the United Kingdom where you are attending a promotional event or exhibition in connection with your activities.
Explosion or collapse	<ol style="list-style-type: none"> 1. Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured equipment together with forcible ejection of the contents; or 2. sudden and dangerous distortion of any part of the insured equipment caused by crushing stress by force of steam or other fluid pressure. <p>Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.</p>
Failure	Damage caused by: <ol style="list-style-type: none"> 1. electrical or mechanical breakdown, including rupture or bursting caused by centrifugal force; 2. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires; 3. explosion or collapse of equipment owned or leased by you or under your control and operating under steam or other fluid pressure; 4. any condition or event, not otherwise excluded by this section, occurring inside equipment operating under steam or other fluid pressure; 5. any condition or event, not otherwise excluded by this section, occurring inside oil or water storage tanks, hot water boilers or other water heating equipment; or 6. operator error.
Fees	The difference between your income , and the sum of the wage roll of persons supplied to all clients by you under contract and uninsured working expenses.
First loss limit	Any amount insured stated in the schedule as a first loss limit, where, with our consent, you have selected a limit that is less than the declared amount.
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Gross profit	The difference between the sum of your income , closing stock and work in progress and the sum of your opening stock, work in progress and uninsured working expenses.
Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf.
Handheld devices	Handheld electronic devices used in connection with your activities which belong to you or for which you are legally responsible, including: <ol style="list-style-type: none"> 1. phones and smartphones which make or receive telephone calls through a cellular network and their accessories;

2. laptops, tablets, PDAs and wearable technology.

Identity fraud	Someone, or a group of people, knowingly using a means of identification belonging to you without your knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
Income	The total income of your business or your activities .
Insured damage	Damage , other than failure , to property occurring during the period of insurance provided that: <ol style="list-style-type: none">1. the damage is not otherwise excluded by the buildings, contents or other property section of this policy; and2. payment has been made or liability admitted by the insurer under any insurance covering such damage.
Insured failure	Failure of equipment, computers , oil or water storage tanks and other insured items occurring during the period of insurance provided that: <ol style="list-style-type: none">1. the failure is not otherwise excluded by the equipment breakdown section of this policy; and2. payment has been made or liability admitted by us under the equipment breakdown section of this policy.
Insured premises	The space you occupy at the premises stated in the schedule. This includes any outbuildings and annexes you occupy on the same premises.
Money	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to you .
Production or process equipment	Any equipment which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such equipment and any other machine or apparatus used exclusively with such equipment .
Property	Tangible property.
Prototype	A sample or model built to test a concept or process.
Reconstitution of data	Reconstitution of the data you need to continue your activities , if your electronic records and electronic data have been lost or distorted.
Rent	Rent: <ol style="list-style-type: none">1. for the insured premises that you must legally pay while the insured premises or any part of it is unusable as a result of insured damage, insured failure or restriction;2. which you are not legally entitled to recover from your tenants while the buildings or any part are unusable as a result of insured damage, insured failure or restriction.
Software	Programs which run your computers , including both your own operating programs and application programs used in the course of your activities.
Specified insured premises	Any insured premises within the United Kingdom .
Specified or unspecified premises	Any specified insured premises or unspecified insured premises .
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
Stock	Consumable goods, merchandise goods, samples and goods held in trust, including customers' goods for which you are legally responsible.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	<ol style="list-style-type: none">1. The downward movement of the ground beneath the insured premises;2. landslip, which is the sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time; or3. heave, which is the upward movement of the ground beneath the insured premises as a result of the expansion or swelling of the subsoil.

The following are not included within this definition:

- a. settlement or bedding down of new structures; or
- b. settlement or movement of made-up ground.

Unattended vehicle

Any vehicle which is out of sight of **you** or any person authorised by **you**.

Uninsured working expenses

Purchases less discounts received, bad debts, **rent** and any other item described in the schedule.

United Kingdom

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

Unspecified insured premises

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

Property – buildings (charity and not for profit)

Policy wording

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

Special definitions for this section

Rent receivable Rent that **you** are not legally entitled to recover from **your** tenants while the **buildings** or any part are unusable as a result of insured **damage**.

What is covered **We** will insure **you** against **damage** occurring during the **period of insurance** to insured **buildings** or any other items specified under this section in the schedule.

Additional cover The following are also provided up to the amount stated in the schedule:

- Trace and access 1. **we** will pay for the necessary and reasonable costs **you** incur with **our** consent to locate any **damage** to cables, underground pipes and drains or the source of a gas leak or of any escape of water from permanent internal plumbing, where the **damage**, leakage or escape first occurs at the **insured premises** during the **period of insurance**. **We** will also pay the cost to make good any **damage** caused as a consequence of locating the **damage** or source of leakage or escape.
- Emergency services 2. **we** will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which **you** are liable following insured **damage** occurring during the **period of insurance** to insured **buildings**.
- Loss prevention costs 3. **we** will pay for necessary and reasonable costs that **you** incur to protect the **buildings** from imminent insured **damage** occurring during the **period of insurance**.
- Additions to buildings 4. **we** will pay for **damage** occurring during the **period of insurance** to any additions or improvements to the **buildings** once they are completed and become **your** legal responsibility, provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.
We may then change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements, **we** will tell **you** the timeframes within which **you** must carry them out.
- Inadvertent omissions 5. having notified **us** of the intention to insure all **buildings** in which **you** have an interest and it being **your** understanding that all **property** is accounted for, if any such **property** is found to have been omitted, **we** will deem it to be insured within the terms of this **policy**. This is subject to payment of the appropriate premium either from **policy** inception or from the date which **you** became legally responsible for such **property**.
We may then change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements, **we** will tell **you** the timeframes within which **you** must carry them out.
- Selling the buildings 6. if **you** are selling the **buildings**, this **policy** will cover the **buildings** for the buyer from the time **you** exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this **policy**.
- Trees, shrubs and plants 7. **we** will pay for **damage** occurring during the **period of insurance** to trees, shrubs or plants at the **insured premises**, which are owned by **you** or for which **you** are legally responsible, as a result of fire or explosion.
- Bequeathed buildings 8. **we** will pay for **damage** occurring during the **period of insurance** to **buildings** anywhere in the **United Kingdom** which have been bequeathed to **you**, provided:
a. the **buildings** are not insured elsewhere;
b. **you** tell **us** the additional values as soon as possible and no later than three months from the commencement of **your** interest in the **property**;
c. **you** pay the additional premium required; and
-

- d. the **buildings** have not been left unoccupied or unused for more than 30 days when the **damage** occurs.
- Discharge of oil 9. **we** will pay the necessary and reasonable additional costs and expenses **you** incur with **our** consent to clean and decontaminate the land at the **insured premises** following accidental discharge of oil from any oil fired heating appliance or storage tank located at the **insured premises**, including connected pipework, occurring during the **period of insurance**.
- Solar panels 10. **we** will pay for:
- a. the loss of the feed-in tariff and export tariff **you** would have received; and
 - b. the increase in **your** electricity bill;
- as a direct result of **damage** to any solar panels covered under this section. **We** will pay for the period beginning on the date of the **damage** until the solar panels are repaired or replaced but for no longer than six months.
- Removal of debris 11. **we** will pay the necessary and reasonable costs and expenses **you** incur for clearance of the debris of **buildings** from the **insured premises** or the area immediately adjacent following **damage** covered under this section.

What is not covered **We** will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. settlement or bedding down of new structures;
 - c. settlement or movement of made-up ground;
 - d. coastal or river erosion;
 - e. collapse or cracking, other than to the main building resulting from **subsidence**;
 - f. **subsidence** to:
 - i. outbuildings, annexes walls, gates, fences, car parks, yards, hard tennis courts, riding arenas, terraces, patios, driveways, private roads, pavements, paths, fixed fuel tanks, swimming pools or hot tubs unless any of the main buildings are physically damaged at the same time and by the same cause;
 - ii. solid floors unless the walls are physically damaged at the same time and by the same cause;
 - g. demolition, building work or groundwork or stoppage of such work at or on the **insured premises**;
 - h. a rise in the water table;
 - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds; or
 - j. **storm** or **flood** to any greenhouse, shed, gazebo, pergola, arbour, hedge, gate or fence, unless any of the main buildings are physically damaged at the same time and by the same cause.
2. **damage** to any **computers, equipment**, oil and water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
3. misuse, faulty workmanship, defective design or the use of faulty materials.
4. the cost of maintenance or routine redecoration.
5. any indirect losses which result from the incident which caused **you** to claim.
6.
 - a. **damage** caused by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from any storage tank, appliance or associated pipework located at the **insured premises**, other than where resulting from **failure**; or
 - b. any clean up or decontamination costs or expenses resulting or arising from pollution or contamination. This does not apply to the cover under **What is covered**, Discharge of oil.
7. the amount of the **excess**.
8. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

- a. **terrorism**;
- b. civil commotion in Northern Ireland;
- c. **war**;
- d. **confiscation**;
- e. **nuclear risks**;
- f. **communicable disease**;
- g. any fear or threat of 8.a. to 8.f. above; or
- h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 8.a. to 8.g. above.

If there is any dispute between **you** and **us** over the application of 8.a. or 8.b. above, it will be for **you** to show that the clause does not apply.

- 9. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
 - a. a **cyber attack** or fear or threat of a **cyber attack**;
 - b. a **hacker** or fear or threat of a **hacker**; or
 - c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.
- 10. **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.
- 11. **restitution of data** or the value to **you** of any lost or distorted records or data.
- 12. loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

How much we will pay

Rebuilding and repair

We will pay up to the **amount insured** unless amended below or in the schedule, but **we** will not pay more than the **amount insured** in total for the cost of rebuilding or repair and other costs combined.

We will pay the cost of rebuilding or repairing the **buildings** to a condition equal to but not better or more extensive than their condition when new, provided **you** carry out the rebuilding or repair and do so without unreasonable delay. However, **you** may rebuild or replace **buildings** which are totally destroyed in any manner suitable to **your** requirements and/or on another site provided this does not increase the cost.

Other costs

We will pay the following necessary and reasonable costs and expenses **you** incur in rebuilding or repairing following **damage** insured by this section:

- a. the cost of dismantling, demolishing, shoring up or propping up any part of the **buildings**;
- b. the cost of complying with any statutory or local authority requirement regarding the damaged part of the **buildings**, unless notice of such requirement was served before the **damage** and provided the **buildings** were originally built according to any government and local authority regulations in force at that time;
- c. the fees of architects, surveyors or consulting engineers;
- d. the cost of clearing, cleaning and repairing drains, gutters, sewers and the like on the **insured premises** which are blocked or damaged.

We will not pay for the cost of preparing a claim.

Inflationary provision cover

Provided that **you** advise **us** of the rebuilding value of the **buildings** at the beginning of each **period of insurance**, the **amount insured** will be automatically increased by an additional percentage to take account of any inflationary increases over both the **period of insurance** and the period needed to rebuild or repair the **buildings**.

Your schedule will show if inflationary provision cover applies and the additional percentage amount.

Under insurance

If, at the time of **damage**, **we** establish that:

- 1. the **amount insured**; or
- 2. the **declared amount**, where **you** have selected a **first loss limit** which is stated on the schedule;

does not represent the amount it would cost to reinstate the buildings, including an allowance for other costs, **we** will reduce the amount **we** pay for any claim or loss in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the actual cost of reinstatement.

We will only apply this calculation if:

1. **we** establish that the values declared to **us** are less than 85% of the actual reinstatement cost; and
2. **we** establish that **your** failure to declare the actual reinstatement cost was not deliberate or reckless and was a breach of **your** obligation to:
 - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**;
 - b. notify **us** of a change of circumstances in relation to the reinstatement cost of the **buildings**, which may materially affect the **policy**; or
 - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the reinstatement cost of the **buildings** which may materially affect the **policy**.

This remedy may apply in addition to General conditions 2. b.ii. and 4. b. ii. If **your** failure to declare the actual reinstatement cost was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.

Index linking

If **you** decide to renew this policy with **us**, **we** will automatically adjust the **amount insured** or **declared amount**, as appropriate, for **buildings** for the subsequent **period of insurance** in line with any change in nationally publicised indices. **You** should advise **us** if **you** do not want **us** to increase the **amount insured** or **declared amount** in this manner. However, **we** will not reduce the **amount insured** or **declared amount** without **your** consent.

Noting of interests

We note the interests of any mortgagees in relation to this **policy**, including but not limited to any mortgagees shown in the schedule. If **you** breach any of the terms of this **policy** without **your** mortgagees' authority or knowledge, that will not affect the mortgagees' interest.

Your obligations

If any damage occurs

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

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as is reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them;
3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Unoccupancy

You must tell **us** immediately if the **buildings**, including any self-contained areas of the **buildings**, will be left unoccupied or will not be used for more than 30 consecutive days. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment for **damage** occurring while the **buildings** are unoccupied.

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than £75,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out. If **you** do not tell **us**, **we** will not make any payment for **damage** directly or indirectly caused by or resulting from the building works.

You do not have to tell **us** if the work is for redecoration only.

Deep fat frying

In respect of any deep fat frying apparatus at the **insured premises**, **you** must ensure that:

1. all extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days; and
2. all extraction ducts are cleaned at least once every six months.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the

circumstances in which it occurred.

Electrical installation

You must ensure that an electrical installation condition survey is carried out at the **insured premises** at least once every five years by a registered electrical safety engineer and all defects are remedied in accordance with the electrical installation condition report. **You** must retain a written record of the survey and all subsequent remedial work for a period of at least five years from the date of the survey.

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

Protections

You must ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the **insured premises** is left unattended, unless **you** have already advised **us** that a system is not working properly.

You must also advise **us** as soon as reasonably possible if for any reason a system is not working properly. **We** may then vary the terms and conditions of this **policy**. All systems must be regularly serviced under contract by a reputable company at least annually.

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

Open fires and wood burners

In respect of any open fires, wood burners, pellet stoves or biomass boilers or heaters at the **insured premises**, **you** must ensure that:

1. all chimneys and flues are professionally cleaned at least annually; and
2. a written record of the cleaning is retained by **you**.

We will not make any payment for **damage** caused by fire or smoke occurring while **you** are not in compliance with this condition, unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Special conditions

Workmen

Workmen are permitted in or about any of the **buildings** for the purposes of carrying out minor alterations, repairs, decoration and maintenance without invalidating this insurance.

Property – contents (charity and not for profit)

Policy wording

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

Special definitions for this section

Art and collections	Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability.
Contents	<p>The contents of the insured premises used in connection with your activities which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none">1. computers;2. stock;3. prototypes;4. art and collections;5. fixtures and fittings, tenant's improvements, decorations and general contents including, if attached to the building, external signs, aerials and satellite dishes; and6. pipes, ducting, cables, wires and associated control equipment within the insured premises and extending to the public mains. <p>The following are not included within this definition:</p> <ol style="list-style-type: none">a. any mechanically propelled vehicle or mobile plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;b. any watercraft, marine rig or platform, hovercraft, aircraft, drone or other aerial device;c. buildings, land and water;d. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;e. money; orf. any item attached to any of the above.
Crime	Dishonesty of any person under a contract of service with you where there was a clear intention to cause you financial loss or damage and to obtain personal financial gain over and above salary, bonus or commission.
Employees' cycles	Cycles and cycle accessories which belong to your partners, directors, trustees, committee members, employees or volunteers or for which such persons are legally responsible.
Peak trading period	The period of 90 consecutive days which historically was the trading period with the highest gross income from the sale, supply or distribution of your stock or, if this is your first year trading, the period of 90 consecutive days which you have estimated will be the trading period with the highest gross income from the sale, supply or distribution of your stock .
Personal effects	Articles worn, used or carried about the person which belong to your partners, directors, trustees, committee members, employees, volunteers or visitors to the insured premises or for which such persons are legally responsible. Jewellery, cash, bank and currency notes are not included within this definition.
Rent payable	Rent for the insured premises that you must legally pay while the insured premises or any part of it is unusable as a result of damage insured by this section.

What is covered	We will insure you against damage occurring during the period of insurance to contents contained in the insured premises and any other items specified in the schedule.
Additional cover	The following are also provided up to the amount stated in the schedule:
Glass	<ol style="list-style-type: none">1. damage occurring during the period of insurance to any fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings contained in the insured premises, which belongs to you or for which you are legally responsible.

Costs following glass breakage	<p>2. the necessary and reasonable costs you incur following insured breakage or scratching during the period of insurance of glass, which belongs to you or for which you are legally responsible, for:</p> <ul style="list-style-type: none"> a. temporary boarding-up; b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass; c. replacement lettering or other ornamental work and alarm foil on glass.
Additions to contents	<p>3. damage occurring during the period of insurance to any additional contents, provided you tell us the additional values as soon as possible and pay the appropriate premium.</p> <p>We may then change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements, we will tell you the timeframes within which you must carry them out.</p>
Identity fraud	<p>4. the following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud occurring during the period of insurance:</p> <ul style="list-style-type: none"> a. solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness your signature; b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies; c. fees charged when you re-apply for a commercial loan that was originally rejected.
Personal effects	<p>5. damage occurring within a building at the insured premises during the period of insurance to personal effects provided they are not insured elsewhere.</p>
Employees' cycles	<p>6. damage occurring within a building at the insured premises during the period of insurance to employees' cycles provided they are not insured elsewhere.</p>
Reconstitution of electronic data	<p>7. the reasonable cost of reconstitution of data as a direct result of damage covered under this section.</p>
Reconstitution of documents	<p>8. the reasonable costs of replacing or reconstituting your documents that are not held electronically and which you need to continue your activities, if such documents have been lost or destroyed as a direct result of damage covered under this section.</p>
Lock replacement	<p>9. the costs you incur to replace locks and keys necessary to maintain the security of the insured premises or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the period of insurance. However this does not apply to the unauthorised modification of any digital or electronic locks.</p>
Building damage by theft	<p>10. the cost of repairing damage occurring during the period of insurance to the buildings at the insured premises caused by theft or attempted theft and for which you are legally liable.</p>
Metered water and fuel	<p>11. the cost that you incur for any metered water and fuel used at the insured premises when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of insured damage occurring during the period of insurance to any storage tank, equipment or piping located at the insured premises resulting from a cause not otherwise excluded.</p>
Unauthorised use of utilities	<p>12. the cost to you of any metered water, gas or electricity that you did not use, but you are legally responsible for due to a third party using your metered water, gas and electricity without your authorisation provided that you discover the unauthorised or unlawful use during the period of insurance.</p>
Bequeathed contents	<p>13. damage occurring during the period of insurance to contents anywhere in the United Kingdom which have been bequeathed to you, provided:</p> <ul style="list-style-type: none"> a. the contents are not insured elsewhere; b. you tell us the additional values as soon as possible and no later than three months from the commencement of your interest in the contents; c. you pay the additional premium required; d. the building in which the bequeathed contents are contained has not been left unoccupied or unused for more than 30 days when the damage occurs.

Contents at fundraising events	14. damage occurring during the period of insurance to raffle prizes, auction lots, additional stock or contents hired in for any fundraising event, religious festival or similar event within the United Kingdom organised by you or on your behalf.
Accidental discharge of gas system	15. the necessary and reasonable costs that you incur to refill the cylinders of any gas flooding system installed at the insured premises , following accidental discharge of the system during the period of insurance .
Extinguisher and alarm re-setting expenses	16. the necessary and reasonable costs and expenses you incur in order to refill fire extinguishing appliances, replace sprinkler heads and reset the fire or intruder alarm system following damage covered under this section.
Loss prevention costs	17. the necessary and reasonable costs you incur to protect the contents from imminent damage that would be covered under this section.
Removal of debris	18. the reasonable costs and expenses you incur for clearance of the debris of contents from the insured premises or the area immediately adjacent following damage covered under this section.
Defective title – art and collections	19. if, during the period of insurance , someone claims that an item of art and collections is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, we will pay you the amount you paid for it, or the agreed value if the item is individually valued in the schedule or contained in any valuation lodged with us and this value is less. We will only do this if: <ul style="list-style-type: none"> a. you bought the item during the period that the art and collections have been insured with us; and b. you made reasonable enquiries about the item’s provenance before you bought it.
Outdoor items	20. damage occurring during the period of insurance to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors within the confines of the insured premises .
Marquees	21. damage occurring during the period of insurance to any marquee and associated lighting, heating and furnishings that are erected within the confines of the insured premises provided that you are legally responsible for such damage and it is not insured elsewhere.
Refrigerated stock	22. the necessary and reasonable costs and expenses you incur to replace spoiled refrigerated stock stored in a refrigeration unit at the insured premises where such spoilage was caused by: <ul style="list-style-type: none"> a. a fault in the refrigeration unit; b. escape of refrigerant; or c. failure of the public supply of electricity or gas, unless the failure is as a result of a deliberate act of the supply authority to withhold or restrict supply, occurring during the period of insurance , provided that the refrigeration unit is: <ul style="list-style-type: none"> i. less than five years old at the date of loss; or ii. maintained under annual contract by a suitably qualified refrigeration engineer.
Continuing hire charges	23. continuing hire charges for contents hired in by you while such contents are being repaired or until permanently replaced as a direct result of damage covered under this section, provided you are legally liable for such costs.
Crime	24. your direct financial loss if, during the period of insurance and in the performance of your activities , you discover a loss from crime , provided: <ul style="list-style-type: none"> a. the crime was committed during the period that your contents have been continuously insured with us; and b. the crime was not committed after any director, partner, trustee, committee member, senior manager or officer of you first becomes aware of any crime committed by the person under a contract of service with you.
Undamaged fixtures and fittings	25. tenant’s fixtures and fittings if your lease is cancelled by the lessor as a consequence of damage occurring during the period of insurance to the insured premises , provided the cancellation is a valid condition of your lease and that you are unable to save such fixtures and fittings. We will only cover undamaged fixtures and fittings where the schedule shows a limit for fixtures and fittings.

Contents temporarily elsewhere

26. **damage** occurring during the **period of insurance to contents**, excluding **handheld devices**, temporarily elsewhere in the **United Kingdom**, including while:
 - a. at the home of any director, partner, trustee, committee member, employee or volunteer of **yours**;
 - b. at any location where **you** are attending a promotional event or exhibition in connection with **your activities**;
 - c. at any location for the purpose of cleaning, maintenance, repair or restoration; and
 - d. in transit.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
 - c. coastal or river erosion;
 - d. a rise in the water table; or
 - e. theft from an **unattended vehicle** unless the item is completely hidden within the storage compartment, locked boot or locked trailer of the vehicle and all security measures on the vehicle or trailer are fully operational.
2. **damage** to any item being cleaned, worked on or maintained.
3. **damage** to any item directly resulting from its own **failure**.
4. loss or distortion of information, data or records. This does not apply to cover under **What is covered**, **Additional cover**, Reconstitution of electronic data.
5. the value to **you** of any lost or distorted information.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. loss by fraud or dishonesty, other than the direct physical theft of **property**. This does not apply to the cover under **What is covered**, **Additional cover**, Crime.
10. consequential, indirect or financial losses of any kind, other than as provided under **What is covered**, **Additional cover**.
11.
 - a. **damage** caused by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from any storage tank, appliance or associated pipework located at the **insured premises** other than where resulting from **failure**; or
 - b. any clean up or decontamination costs or expenses resulting or arising from pollution or contamination.
12. the amount of the **excess**.
13. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland ;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease**;
 - g. any fear or threat of 13.a. to 13.f. above; or
 - h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 13.a. to 13.g. above.

If there is any dispute between **you** and **us** over the application of 13.a. or 13.b. above, it will be for **you** to show that the exclusion does not apply.

14. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
 - a. a **cyber attack** or fear or threat of a **cyber attack**;
 - b. a **hacker** or fear or threat of a **hacker**; or
 - c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.
15. **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.
16. loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

Special condition

Change of insured premises

If:

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

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

- a. for a maximum of 30 days from the date cover starts at the new **insured premises**; or
- b. until the keys to the former **insured premises** are returned by **you**; or
- c. until **we** cease to provide any cover for **damage to contents** at **your** new **insured premises**;

whichever is the soonest. If the cover for **damage to contents** is provided on a different basis at the new **insured premises**, the cover provided under this special condition for **damage to contents** at the former **insured premises** will continue on the same basis as that which previously applied.

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

How much we will pay

We will pay up to the **amount insured** stated in the schedule unless amended below or in the schedule.

Repair and replacement

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

1. for **contents**, other than **stock**, hired-in equipment, **prototypes**, **art and collections**, **personal effects** and **employees' cycles**, the cost of repair or replacement as new.
2. for **stock** other than second-hand merchandise goods, merchandise goods which have been sold but not delivered and goods held in trust, the cost of repair or replacement at the cost price to **you**.
3. for second-hand merchandise goods, the cost of repair or replacement at the trade market value.
4. for merchandise goods which have been sold but not delivered, the agreed contract price.
5. for hired-in equipment, the lesser of:
 - a. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
 - b. the costs of repair of the hired-in equipment; and
 - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
6. for goods held in trust, the lesser of:
 - a. **your** liability in respect of the goods held in trust; and
 - b. the cost of repair or replacement at the trade market value of such goods.
7. for **prototypes**, the cost to **you** of the materials necessary to reinstate the **prototype** to the same condition as it was in immediately prior to **damage** occurring.

8. for **art and collections**, the agreed value of any lost or damaged item which is individually valued in the schedule or contained in any valuation lodged with **us**. However, if the item is only partly damaged, **we** will decide whether **we** repair, restore, replace or pay the agreed value of the damaged item. If **we** repair or restore a damaged item, **we** will also pay for any loss in value.

For any item of **art and collections** which has not been individually valued in the schedule or valuation, **we** will decide whether **we** repair, restore, replace or make a cash settlement for that item. If **we** choose to make a cash settlement, **we** will pay the market value of the item immediately prior to the **damage**, taking account of any increased value the item may have because it forms part of a pair or set. The most **we** will pay for any one item, pair or set is the amount stated in the schedule.

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

Pairs and sets	If any contents which have an increased value because they form part of a pair or set are damaged any payment we make will take account of the increased value.
Other interests	Any payment we make will take into account the interest of any party having an insurable interest in the contents insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.
Inflationary provision cover	Provided that you advise us of the replacement value of the contents at the beginning of each period of insurance , the amount insured will automatically be increased by an additional percentage to take account of any inflationary increases over the period of insurance . Your schedule will show if Inflationary provision cover applies and the additional percentage amount.
Seasonal increase	The amount insured for stock will automatically be increased by 30% during your peak trading period .
Under insurance	<p>If, at the time of damage, we establish that:</p> <ol style="list-style-type: none">1. the amount insured; or2. the declared amount, where you have selected a first loss limit which is stated on the schedule; <p>does not represent the total value of the contents, we will reduce the amount we pay in the proportion that the premium you have paid bears to the premium we would have charged you if you had declared the total value of the contents.</p> <p>We will only apply this calculation if:</p> <ol style="list-style-type: none">1. we find that the amount insured is less than 85% of the contents; and2. we establish that your failure to declare the total value of the contents was not deliberate or reckless and was a breach of your obligation to:<ol style="list-style-type: none">a. make a fair presentation of the risk to us before the start of the period of insurance; orb. notify us of a change of circumstances in relation to the total value of the contents, which may materially affect the policy; orc. make a fair presentation of the risk to us when notifying us of a change of circumstances in relation to the total value of the contents which may materially affect the policy. <p>This remedy may apply in addition to General conditions 2. b.ii. and 4. b. ii.</p> <p>If your failure to declare the total value of the contents was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.</p>
Index linking	If you decide to renew this section with us , we will automatically adjust the amount insured or declared amount , as appropriate, for contents for the subsequent period of insurance in line with any change in nationally publicised indices. You should advise us if you do not want us to increase the amount insured or declared amount in this manner. However, we will not reduce the amount insured or declared amount without your consent.

Your obligations

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

1. notify **us** promptly of any **damage** which might be covered;
2. notify **us** promptly of any claim that an item of **art and collections** is not rightfully **yours**;
3. notify **us** of any loss from **crime** within ten working days of its discovery by **you**;
4. report to the police or relevant authority, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
5. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Backing-up electronic data **You** must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the **insured premises**. If **you** do not, **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

Deep fat frying

In respect of any deep fat frying equipment, **you** must ensure that:

1. all extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days; and
2. all extraction ducts are cleaned at least once every six months.

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

Hiring in equipment

When hiring in **property** **you** must complete and record an inventory check and inspect all **property** for **damage** prior to acceptance and agree a schedule of any **damage** with the hire company before taking charge of the **property**. Upon returning the **property** to the hire company **you** must only return the **property** to persons authorised within the hire company to accept the return of equipment.

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

Protections

1. **You** must ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the **insured premises** is left unattended, unless **you** have already advised **us** that a system is not working properly.
2. **You** must also advise **us** as soon as reasonably possible if for any reason a system is not working properly. **We** may then vary the terms and conditions of this **policy**. All systems must be regularly serviced under contract by a reputable company at least annually.

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

Unoccupancy

You must tell **us** immediately if the **insured premises**, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment for **damage** occurring while the **insured premises** is unoccupied.

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the buildings at the **insured premises** and the estimated cost is more than £75,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out. If **you** do not tell **us**, **we** will not make any payment for **damage** directly or indirectly caused by or resulting from the building works.

You do not have to tell **us** if the work is for redecoration only.

Unauthorised use of utilities

If the **insured premises** is not occupied by **you**, **you** must inspect the **insured premises** at least weekly and take action to prevent further losses as any potential unauthorised use is discovered.

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

Property – away and in transit

Policy wording

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

Special definitions for this section

Contract location Any location within the **United Kingdom** where **you** have a contract to carry out **your activities**.

Insured property The **property** used in connection with **your activities** which belong to **you** or for which **you** are legally responsible, including:

1. **computers**;
2. **equipment**;
3. **stock**;
4. research and development property, including **prototypes**;
5. tools, plant and machinery;
6. event and exhibition equipment;
7. hired-in equipment;
8. documents; and
9. accessories associated with any of the above.

The following are not included within this definition:

- a. any mechanically propelled vehicle or mobile plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;
- b. any watercraft, marine rig or platform, hovercraft, aircraft or other aerial device;
- c. **buildings**, land and water;
- d. **money**; or
- e. any item attached to any of the above.

In transit

1. In transit by road, rail, water, air or by person;
2. being loaded or unloaded in the course of transit by road, rail, water, air or by person; or
3. temporarily housed overnight away from any **specified or unspecified premises** in the course of transit,

within the **United Kingdom** or any other territory in which cover is provided for **insured property**, as stated in the schedule.

Standard hire contract Any contract for the hire of **your property** which requires the hirer to indemnify **you** for **damage** to such **property** (other than fair wear and tear), while it is hired out, including while in transit or left on site by the hirer.

Unattended property Any item of **property** which is not under the personal supervision of **you** or anyone authorised by **you**.

What is covered **We** will insure **you** against **damage** occurring during the **period of insurance** to **insured property** at any location stated in the schedule. This includes **damage** occurring during the **period of insurance** to **insured property** while **in transit** but not **damage** to **insured property** while hired out.

Damage to property hired out If stated in the schedule, **we** will also insure **you** against **damage** occurring during the **period of insurance** to **insured property** while hired out.

Additional cover The following are also provided up to the amount stated in the schedule:

Reconstitution of electronic data

1. the reasonable costs of **reconstitution of data** as a direct result of **damage** covered under this section.

Reconstitution of documents	2. the reasonable costs of replacing or reconstituting your documents that are not held electronically and which you need to continue your activities , if such documents have been lost or destroyed as a direct result of damage covered under this section.
Alternative hire costs	3. the reasonable hire costs incurred by you for the necessary hire of a substitute item of similar type and capacity as a direct result of damage covered under this section, for the period beginning at the date of the damage until the insured property is repaired or replaced but for no longer than six months.
Continuing hire charges	4. continuing hire charges for insured property hired in by you while the insured property is being repaired or until permanently replaced, but for no longer than six months, as a direct result of damage covered under this section, provided: <ul style="list-style-type: none"> a. you are legally liable for such costs under a written contract; and b. we have made payment or admitted liability for such damage.
Loss of hire fees	5. loss of fees you would have received for the hire of your insured property under a standard hire contract but for damage covered under this section, for the period beginning at the date of the damage until the insured property is repaired or replaced, but for no longer than six months.
Alternative vehicle costs	6. if a vehicle or craft transporting insured property is disabled as a result of damage occurring during the period of insurance , the reasonable costs you incur in: <ul style="list-style-type: none"> a. transferring the insured property to another vehicle or craft; or b. hiring an alternative vehicle or craft of similar specification and capacity; in order to fulfil your commitments to deliver the insured property to its intended destination within the United Kingdom or to return it to its place of dispatch, provided: <ul style="list-style-type: none"> i. the damage is not otherwise excluded by any property section of this policy; and ii. payment has been made or liability admitted by the insurer under any insurance covering such damage.
Reloading fallen property	7. the reasonable costs of reloading insured property in the event of it falling accidentally from the transporting vehicle or craft while in transit during the period of insurance .
Loss prevention costs	8. the reasonable and necessary costs you incur to protect the insured property from imminent insured damage occurring during the period of insurance .
Removal of debris	9. the reasonable costs and expenses you incur for clearance of the debris of insured property following damage covered under this section.
Additions to insured property	10. damage occurring during the period of insurance to any additional insured property , provided you tell us the additional values as soon as possible and pay the appropriate premium. We may then change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements, we will tell you the timeframes within which you must carry them out.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an **unattended vehicle** unless the item is completely hidden within the storage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer are fully operational;
 - f. theft of **unattended property** away from any **specified or unspecified premises** unless the item is stored in a securely locked room or building; or
 - g. theft by deception of any item that **you** have hired out, unless **you** have:
 - i. obtained and verified at least two trade references for each hirer; and

- ii. retained a copy of the hirer's letterhead and a copy of at least two utility bills for the hirer relating to the same premises; and
 - iii. retained a copy of the credit card details of the hirer; and
 - iv. only allowed the actual hiring company to collect the hire items and upon collection have copied identification of the hirer and have taken a photograph of the hirer.
2. **damage** to any item being cleaned, worked on or maintained.
 3. **damage** to any item while:
 - a. **in transit** by courier or postal service where the method of delivery does not require a recipient's signature on receipt;
 - b. stowed in the hold of any aircraft or watercraft, whether **in transit** or otherwise; or
 - c. in the care, custody or control of any airport or seaport operator or any agent of any airport or seaport operator.
 4. loss by fraud or dishonesty, other than the direct physical theft of **property**.
 5. loss or distortion of information resulting from **failure** of any **insured property**.
 6. the value to **you** of any lost or distorted information.
 7. **damage** to any item directly resulting from its own **failure**.
 8. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
 9. unexplained loss or disappearance or inventory shortage.
 10. loss due to clerical or accounting errors.
 11. consequential, indirect or financial losses of any kind, other than as provided under **What is covered, Additional cover**.
 12. a. **damage** caused solely by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from any storage tank, appliance or associated pipework located at any of the covered locations stated in this section other than where resulting from **failure**; or
 - b. any clean-up or decontamination costs or expenses resulting or arising from pollution or contamination.
 13. the amount of the **excess**.
 14. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;.
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease**;
 - g. any fear or threat of 14.a. to 14.f. above; or
 - h. any action taken in controlling, preventing, suppressing or in any way responding to 14.a. to 14.g. above.

If there is any dispute between **you** and **us** over the application of 14.a. or 14.b. above, it will be for **you** to show that the exclusion does not apply.
 15. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
 - a. a **cyber attack** or fear or threat of a **cyber attack**;
 - b. a **hacker** or fear or threat of a **hacker**; or
 - c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.
 16. **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

17. loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full. This exclusion does not apply to theft by deception of any item that **you** have hired out, where **you** have complied with the conditions in **What is not covered** 1. g.

How much we will pay

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

Repair and replacement

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

1. for **insured property** other than **stock**, hired-in equipment and **prototypes**, the cost of repair or replacement as new.
2. for **stock** other than second-hand merchandise goods, samples and goods held in trust, the cost of repair or replacement at the cost price to **you**.
3. for second-hand merchandise goods and samples, the cost of repair or replacement at the trade market value.
4. for hired-in equipment, the lesser of:
 - a. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
 - b. the costs of repair of the hired-in equipment;
 - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
5. for goods held in trust, the lesser of:
 - a. **your** liability in respect of the goods held in trust;
 - b. the cost of repair or replacement at the trade market value of such goods.
6. for **prototypes**, the cost to **you** of the materials necessary to reinstate the **prototype** to the same condition as it was immediately prior to **damage** occurring.

Pairs and sets

If any **insured property** that has an increased value because it forms part of a pair or set suffers **damage** any payment **we** make will take account of the increased value.

Other interests

Any payment will take into account the interest of any party having an insurable interest in the **insured property**, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Special limits

Damage outside the EU and UK

Where covered, the most **we** will pay for **damage** occurring outside of the European Union, the **United Kingdom** and Gibraltar is the **amount insured** stated in the schedule for **damage to insured property** anywhere in the world.

Damage outside the UK

Where covered, the most **we** will pay for **damage to insured property** occurring outside of the **United Kingdom** is the combined total of the **amounts insured** stated in the schedule for **damage to insured property**:

1. in the European Union; and
2. anywhere in the world.

Damage within the UK

Where covered, the most **we** will pay for **damage to insured property** occurring anywhere in the **United Kingdom** is the combined total of the **amounts insured** stated in the schedule for **damage to insured property**:

1. in the **United Kingdom**;
2. in the European Union; and
3. anywhere in the world.

Specific locations

The most **we** will pay for **damage to insured property** at any **contract location, event location, employee's home, specified or unspecified premises** is the combined total of the **amounts insured** stated in the schedule for **damage to insured property**:

1. at each location; and
2. in the **United Kingdom**, the European Union and anywhere in the world.

Limit per vehicle or craft	The most we will pay for damage to insured property in any one vehicle or craft while in transit is the amount stated in the schedule.
Hired out property	The most we will pay for damage to insured property while hired out by you other than under a standard hire contract is the amount stated in the schedule. This is included within, and not in addition to, the amount insured for hired out insured property stated in the schedule.

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you:</p> <ol style="list-style-type: none"> 1. notify us promptly of any damage which might be covered; 2. notify any third-party carrier of the insured property of any damage you discover within the time limits for notification of damage stipulated in your contract of carriage with them; 3. notify us of any loss arising from theft or attempted theft by any director, partner, trustee, committee member, employee or volunteer of yours within ten working days of its discovery by you; 4. report to the police or relevant local authority, as soon as reasonably possible, any damage arising from theft, attempted theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and 5. arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.
Backing-up electronic data	You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from each backed up device. If you do not, we may reduce any payment we make by an amount equal to the detriment we have suffered as a result.
Unoccupancy	<p>You must tell us immediately if the buildings at any specified or unspecified premises, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p> <p>If you do not tell us, we will not make any payment for damage occurring while the buildings are unoccupied.</p>
Building works	<p>If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings at any specified or unspecified premises and the estimated cost is more than £75,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may change the terms and conditions of this policy or impose additional requirement that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p> <p>If you do not tell us, we will not make any payment for damage directly or indirectly caused by or resulting from the building works.</p> <p>You do not have to tell us if the work is for redecoration only.</p>
Hiring in equipment	<p>When hiring in insured property you must complete and record an inventory check and inspect all insured property for damage prior to acceptance and agree a schedule of any damage with the hire company before taking charge of the insured property. Upon returning the insured property to the hire company you must only return the insured property to persons authorised within the hire company to accept the return of equipment.</p> <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>

Property – money

Policy wording

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

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

Special definitions for this section

Excluded location Any location individually stated under excluded locations in the property – money section of the schedule.

What is covered

We will insure **you**, up to the **amount insured** stated in the schedule for each location listed below, against **damage** occurring during the **period of insurance to money**:

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

Additional cover

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

Personal assault following robbery or attempted robbery

Compensation as stated in the schedule if any director, partner, trustee, committee member, employee or volunteer of **yours** is physically injured in the course of **your** activities in a robbery or attempted robbery within the **geographical limits** occurring during the **period of insurance** and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the **period of insurance**.

What is not covered

We will not make any payment for:

1. **damage** caused by wear and tear, rot, fungus, mould, vermin or infestation, or any gradually operating cause.
2. **damage** caused by theft from any **unattended vehicle** unless the **money** is completely hidden within the storage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer are fully operational.
3. **damage to money** at any **excluded location**.
4. unexplained loss or disappearance or inventory shortage.
5. loss due to clerical or accounting errors.
6. loss directly or indirectly due to a **social engineering communication** or by any other fraud or dishonesty, other than the direct physical theft of **money**.
7. loss arising from any electronic, online or crypto currency including Bitcoin.
8. consequential or indirect losses of any kind.
9. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;

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

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

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

How much we will pay

We will pay up to the **amount insured** stated in the schedule unless limited below or in the schedule. Only one **amount insured** shall be payable for each incidence of **damage**.

Personal assault following robbery or attempted robbery

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

Your obligations

If any damage occurs

We will not make any payment under this section unless **you** notify **us** promptly of any **damage** which might be covered. **You** must report to the police or relevant local authority, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.

Money in transit

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

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

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

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

Management liability – directors and officers’ liability

Policy wording

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

Special definitions for this section

Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Bodily injury	Mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone.
Bail costs	Costs incurred with our prior written agreement to pay for a bond or other financial instrument to guarantee an insured person’s bail or equivalent in any other jurisdiction.
Claim	<ol style="list-style-type: none">1. Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an insured person during the period of insurance alleging a wrongful act and seeking monetary damages or other legal relief or penalty.2. Any extradition proceeding made against an insured person during the period of insurance.
Computer or digital technology	Any programs , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
Cyber attack	Any digital attack or interference, whether by a hacker or otherwise, designed to disrupt access to, the operation of or cause damage to any data or computer or digital technology , including but not limited to any: <ol style="list-style-type: none">1. programs designed to damage, disrupt, extract data from, or gain unauthorised access to computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or2. denial of service attack or distributed denial of service attack.
Data subject	Any natural person who is the subject of personal data .
Defence costs	<ol style="list-style-type: none">1. Reasonable costs, not including any overheads, additional costs or remuneration, incurred with our prior written agreement to investigate, settle or defend any claim made against an insured person or to fund an appeal, including any premium paid for an appeal bond or similar bond obtained in relation to it, arising from any judgment, decision or award in relation to any claim.2. Emergency defence costs.
Deprivation of assets expenses	The amounts for which an insured person is contractually committed to pay for: <ol style="list-style-type: none">1. school fees for the insured person’s immediate family;2. rent or mortgage payments on the insured person’s principal residence, not including any mortgage overpayments;3. utilities supplied to the insured person’s principal residence; and4. insurance premiums that are personal to the insured person and their immediate family.
Emergency defence costs	Reasonable and necessary costs, not including any overheads, additional costs or remuneration to investigate or defend any claim (other than an employment claim) made against an insured person , where it is not possible to obtain our prior written agreement, provided that you or the insured person notify us as soon as possible after such sums are incurred.
Emergency legal representation costs	Reasonable and necessary costs, not including any overheads, additional costs or remuneration to investigate or respond to any investigation , where it is not possible to obtain our prior written agreement, provided that you or the insured person notify us as soon as possible after such sums are incurred.
Employee	<ol style="list-style-type: none">1. Any person under a contract of service with you.

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

Employee contract benefits	Any amounts awarded to an employee in respect of: <ol style="list-style-type: none">1. remuneration, including incentives, bonus, commission, health benefits, holiday or notice pay, whether under statute or contract;2. family leave payments, including maternity pay, paternity pay, parental leave pay, shared parental leave pay or adoption pay, whether under contract or statute;3. amounts due under an employee benefit or pension scheme;4. share or stock options;5. deferred compensation; or6. equal pay or redundancy pay.
Employment claim	Any claim by any employee for any actual or alleged: <ol style="list-style-type: none">1. wrongful, unfair or constructive dismissal, discharge or termination of employment;2. breach of written or implied contract of employment;3. employment related misrepresentation;4. wrongful deprivation of a career opportunity, failure to grant tenure or negligent employee evaluation;5. harassment, unlawful discrimination or failure to provide adequate employee procedures and policies;6. retaliation; or7. defamation or invasion of privacy, arising solely as a result of the employment or non-employment by you of such employee .
Extradition proceeding	Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or any similar or successor legislation in any other jurisdiction, including any associated appeals.
Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none">1. computer or digital technology; or2. data held electronically by you or on your behalf.
Health and safety/ manslaughter claim	Any claim under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.
Health and safety/ manslaughter investigation	Any investigation under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.
Insured person	<ol style="list-style-type: none">1. Any natural person who was, is, or during the period of insurance becomes a director, partner, member or officer of you.2. Any de facto director of you whilst acting in such capacity for you.3. Any shadow director as defined under Section 251 of the Companies Act 2006 or any similar or successor legislation in any other jurisdiction.4. Any employee of you.5. The lawful spouse, civil or unmarried partner of any person in 1 to 4 above solely because of their spousal, civil or unmarried partner relationship following a claim or investigation against that person.6. The estates, heirs or legal representatives of any person in 1 to 5 above who has died or become incapacitated, insolvent or bankrupt but only for a claim or investigation against that person. <p>Insured person does not include any external auditor or any liquidator, receiver, administrative receiver or other insolvency practitioner or officer of you or your assets.</p>
Investigation	An official examination, official enquiry or official investigation into your business activities, or into an insured person , arising from activities performed in their capacity as an insured person , first notified as being required during the period of insurance and conducted by any regulator, government department or other body legally empowered.

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

Investigation mitigation costs	Reasonable and necessary costs incurred by an insured person to prevent or minimise the likelihood of an investigation or mitigate the potential consequences of an investigation which, if such steps were not taken, would be likely to result in an investigation being brought against such insured person that would be covered by this section of the policy or would be likely to increase the severity of such an investigation .
Legal representation costs	<ol style="list-style-type: none">1. Reasonable and necessary legal costs, fees, charges and expenses, not including any overheads, additional costs or remuneration, for which you are legally liable, incurred with our prior written agreement for legal representation directly in relation to an investigation.2. Emergency legal representation costs.
Loss	<p>In respect of a claim or investigation the amount any insured person becomes legally liable to pay, including following a settlement entered into with our written agreement, for:</p> <ol style="list-style-type: none">1. awards of damages, including punitive, exemplary and multiplied damages and civil fines and penalties if insurable in the jurisdiction where such award was first ordered;2. claimants' legal costs and expenses;3. defence costs and legal representation costs; and4. public relations expenses. <p>Loss does not include any criminal fines or penalties, regulator's costs or expenses (including Health and Safety Executive fees for intervention or similar regulator's costs and expenses), taxes (except for personal tax liability), remuneration, employee contract benefits, or punitive, exemplary and multiplied damages in relation to an employment claim.</p>
Outside entity	<p>Any organisation other than you:</p> <ol style="list-style-type: none">1. that is tax exempt and not for profit; or2. in which you hold any issued share. <p>Outside entity does not include:</p> <ol style="list-style-type: none">1. any company which is registered or domiciled outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar;2. any company whose securities are traded on any stock exchange in the USA or Canada; or3. any bank, investment company, investment advisor or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage, insurer, or any similar financial organisation or institution including any organisation regulated by the FCA, PRA or any similar regulator.
Personal data	Any information about an individually identifiable natural person, including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.
Pollution	Any actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any solid, liquid, gaseous or thermal contaminant or irritant, including, but not limited to, lead, smoke, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals or waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed), or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any such material.
Pre-investigation costs	Reasonable and necessary costs incurred by an insured person with our prior written agreement to notify a regulator, government department or other body legally empowered of any material breach, incident or event occurring within the geographical limits where such notice is obligatory and it is likely that a covered investigation will be brought as a result of the notification.
Prior and pending date	The date on which you first purchased directors' and officers' liability insurance that has run continuously without a break in cover. If since that date you have merged or consolidated with another company, or any party has acquired more than 50% of your issued share capital or the majority of your voting rights, the 'prior and pending date' will be the date of such merger, consolidation or acquisition.
Property damage	The loss, damage or destruction of any tangible property including loss of use of such property.

Public relations expenses	The reasonable and necessary costs incurred with our prior written agreement in utilising the services of a public relations consultant.
Securities	Any debt or equity interest in you .
Social engineering communication	Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
Subsidiary	<p>Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar in which you:</p> <ol style="list-style-type: none"> 1. own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or 2. control a majority of its voting rights under a written agreement with other shareholders or members. <p>If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim or investigation against an insured person arising from any wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken place before it ceased to be a subsidiary.</p>
Unintentional error	Any error or omission by anyone that was not intentional or deliberate.
Wrongful act	<p>Any actual or alleged act, error or omission committed or attempted by an insured person arising from the performance of the insured person's duties solely in their capacity as a director, partner, member, officer or employee of:</p> <ol style="list-style-type: none"> 1. you; or 2. for the purposes of the cover in What is covered, Outside entity, an outside entity, including: <ol style="list-style-type: none"> a. breach of any duty, including fiduciary or statutory duty, breach of confidence; b. breach of trust; c. negligence, negligent misstatement, misleading statement or negligent misrepresentation; d. defamation; e. wrongful trading under Section 214 of the Insolvency Act 1986 or any similar or successor legislation, including its equivalent legislation in any other jurisdiction; f. breach of warranty of authority; or g. any other act, error or omission attempted or allegedly committed or attempted by an insured person solely because of their status as a director, partner, member, officer or employee of you.
You/your	<p>Also includes any subsidiary:</p> <ol style="list-style-type: none"> 1. existing at the start of the period of insurance; 2. created or acquired during the period of insurance provided that the newly created or acquired subsidiary does not trade any of its securities on any stock exchange.

What is covered

1. Claims against an insured person

Losses including defence costs

Health and safety/
manslaughter

Pension or employee
benefit schemes

Pollution

- a. **We** will pay on behalf of any **insured person** the **loss** arising from a **claim** against any **insured person** for any **wrongful act** within the **geographical limits**, including any:
 - i. **health and safety/ manslaughter claim**;
 - ii. **claim** arising from an **insured person's** operation or administration of any pension or employee benefit scheme or trust fund of **yours**;
 - iii. **claim** arising from **pollution**;
-

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

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

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

- Claims brought by a related party in the United States of America
4. based upon, attributable to or arising out of any **claim** brought or maintained by **you**, an **outside entity** or an **insured person** within or subject to the laws of the United States of America. This exclusion will not apply to:
- a. **defence costs**;
 - b. any shareholder derivative proceedings in **your** name without **your** or any **insured person's** solicitation, assistance or participation;
 - c. any **claim** brought by **your** liquidator, receiver or administrative receiver or similar body;
 - d. any **employment claim**;
 - e. any **claim** made by a former **insured person**; or
 - f. any **claim** seeking a contribution or indemnity if such **claim** is otherwise covered by this section.
- Bodily injury and property damage
5. for **bodily injury** or **property damage**. This exclusion does not apply to any **health and safety/manslaughter claim**. However, **we** will not in any event make any payment for any **health and safety/manslaughter claim** arising from the use, ownership or possession of any motor vehicle in relation to which the **insured person** is obliged under any compulsory insurance law to maintain insurance.
- Pollution clean-up costs
6. based upon, attributable to or arising out of any:
- a. statutory, contractual or common law obligation **you** or an **insured person** have to clean up or remedy any **pollution** or contamination; or
 - b. land or property being identified as contaminated land under the Environmental Protection Act 1990 or any similar or successor legislation.
- Takeovers and mergers
7. based upon, attributable to or arising out of any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken, after:
- a. **you** merge or consolidate with another company; or
 - b. any party acquires:
 - i. more than 50% of **your** issued share capital;
 - ii. the majority of **your** voting rights; or
 - iii. the right to appoint or remove a majority of **your** board of directors.
- Changes to subsidiaries
8. based upon, attributable to or arising out of any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place:
- a. before the date of creation or acquisition by **you** of such **subsidiary**; or
 - b. after an entity ceases to be a **subsidiary**.
- Financial advantage
9. based upon, attributable to or arising out of the gaining of any financial advantage to which the **insured person** was not entitled, including the repayment of any wrongfully received monies.
- Defined benefit pension schemes
10. based upon, attributable to or arising out of an **insured person's** operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.
- Claims outside the applicable courts
11. first brought outside the **applicable courts**.
This exclusion also applies to proceedings in the **applicable courts** to enforce, or which are based on, a judgment or award from outside the **applicable courts**.
- Cyber incidents
12. based upon, attributable to or arising out of any:
- a. **cyber attack**;
 - b. **hacker**;
 - c. **unintentional error** in or affecting any **computer or digital technology**;
 - d. **social engineering communication**; or
 - e. **claims** by any **data subjects** relating to **personal data** arising from **a. to d.** above.
- This exclusion does not apply to any **claim**:
- i. covered under **What is covered, 4. Additional covers**, c. Loss of data resulting from a **cyber incident**; or

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

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

Special conditions

General terms

The General definitions, General conditions and General claims conditions set out in the **General terms and conditions** all apply equally to each **insured person** and to **you**, except for General condition 6, Premium payment which applies only to **you**.

General conditions 3 and 4 shall not apply to this section.

General condition 7. Cancellation shall only apply to this section at the end of the **period of insurance** or the anniversary date whichever comes first.

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

Information provided by an insured person

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

Severability of exclusions

When determining the applicability of the exclusions within **What is not covered**, the **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place of one **insured person** shall not be imputed onto any other **insured person** who neither committed nor condoned such **wrongful act**, act, incident or occurrence.

Extended notification period

If:

1. **we** or **you** refuse to renew this section of the **policy** for any reason other than non-payment of premium, administration, liquidation or insolvency; or
2. **you** merge or consolidate with another entity or any party acquires more than 50% of **your** issued share capital or the majority of **your** voting rights during the **period of insurance**;

you or any **insured person** may make a request to **us** in writing for an extended notification period, which will be granted at **our** sole discretion. If **we** agree to such request, the extended notification period will be granted in accordance with the options stated below:

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

The premium for any extended notification period to which **we** agree must be paid to **us** within 90 days following the end of the **period of insurance**.

If **you** or an **insured person** does so:

1. **we** will cover an **insured person** for any covered **claim**, **loss** or **investigation** arising during the extended notification period, subject to the terms and conditions of this section. **We** will not cover any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place after the end of the original **period of insurance**; and
2. the first paragraph 1a. under **Your obligations** in this section will then be amended to: unless **you** or any **insured person** notifies **us** as soon as reasonably practicable and within the **period of insurance** or the extended notification period of the following:

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

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

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

1. cover under this section is continued solely as a result of the former directors special condition or an extended notification period;

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

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

Management buy-outs

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

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

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

Former directors

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

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

How much we will pay

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

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

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

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

Paying out the limit of indemnity

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

Special limits

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

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

Public relations expenses

1. **public relations expenses**;

Emergency defence costs

2. **emergency defence costs**;

Emergency legal representation costs

3. **emergency legal representation costs**;

Deprivation of assets expenses

4. **deprivation of assets expenses**;

Personal tax liability

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

Investigation mitigation costs

6. **investigation mitigation costs**;

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

Your obligations

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

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

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

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

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

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

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

Management liability – corporate legal liability

Policy wording

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

Special definitions for this section

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

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

Hacker

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

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

Health and safety /manslaughter claim

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

Health and safety/ manslaughter investigation

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

Identity crime

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

Investigation

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

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

Investigation mitigation costs

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

Legal representation costs

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

Loss

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

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

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

Personal data

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

Pollution

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

Pre-investigation costs	Reasonable and necessary costs incurred by you with our prior written agreement to notify a regulator, government department or other body legally empowered of any material breach, incident or event occurring within the geographical limits where such notice is obligatory and it is likely that a covered investigation will be brought as a result of the notification.
Prior and pending date	The date on which you first purchased corporate legal liability or other equivalent entity insurance that has run continuously without a break in cover. If during such period you have merged or consolidated with another company or entity, or any party has acquired more than 50% of your issued share capital or the majority of your voting rights, the 'prior and pending date' will be the date of such merger, consolidation or acquisition.
Property damage	The loss, damage or destruction of any tangible property including loss of use of such property.
Public relations expenses	The reasonable and necessary costs incurred with our prior written agreement in utilising the services of a public relations consultant.
Relevant person	<ol style="list-style-type: none"> 1. Any natural person who was, is, or during the period of insurance becomes a director, partner, member or officer of you. 2. Any de facto director of you whilst acting in such capacity for you. 3. Any shadow director as defined under Section 251 of the Companies Act 2006 or any similar or successor legislation in any other jurisdiction. 4. Any employee of you. 5. The lawful spouse, civil or unmarried partner of any person in 1 to 4 above solely because of their spousal, civil or unmarried partner relationship following a claim or investigation against that person. 6. The estates, heirs or legal representatives of any person in 1 to 5 above who has died or become incapacitated, insolvent or bankrupt but only for a claim or investigation against that person. <p>Relevant person does not include any external auditor or any liquidator, receiver, administrative receiver or other insolvency practitioner or officer of you or your assets.</p>
Securities	Any debt or equity interest in you .
Social engineering communication	Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
Subsidiary	<p>Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar in which you:</p> <ol style="list-style-type: none"> 1. own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or 2. control a majority of its voting rights under a written agreement with other shareholders or members. <p>If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim or investigation against you arising from any act, incident or occurrence performed, or taking place, or alleged to have taken place before it ceased to be a subsidiary.</p>
Unintentional error	Any error or omission by anyone that was not intentional or deliberate.
Wrongful act	<p>Any actual or alleged act, error or omission committed or attempted by you including:</p> <ol style="list-style-type: none"> 1. breach of any duty, including fiduciary or statutory duty, breach of confidence or data loss; 2. breach of trust; 3. negligence, negligent misstatement, misleading statement or negligent misrepresentation; 4. breach of warranty of authority; or 5. any other act, error or omission attempted or allegedly committed or attempted by you.
You/your	<p>Also includes any subsidiary:</p> <ol style="list-style-type: none"> 1. existing at the start of the period of insurance; 2. created or acquired during the period of insurance provided that the newly created or acquired subsidiary does not trade any of its securities on any stock exchange.

What is covered

1. Claims against you

Losses including defence costs

Health and safety/
manslaughter

Pension or employee
benefit schemes

Shareholder pollution claims

Cyber incidents

Identity crime

Taxation

Defence costs only

Pollution

Emergency defence costs

2. Investigations

Losses including legal representation costs

Health and
safety/manslaughter

Pension or employee
benefit schemes

Pollution

Taxation

Investigation mitigation costs

Pre-investigation costs

Emergency legal representation costs

3. Additional covers

a. **We will pay on your behalf the loss arising from a claim against you for any wrongful act within the geographical limits, including any:**

i. **health and safety/manslaughter claim;**

ii. **claim arising from your operation or administration of any pension or employee benefit scheme or trust fund of yours;**

iii. **claim arising from pollution brought by any shareholder of you either directly or derivatively;**

iv. **claim arising from the management of, or response to, any cyber attack or other cyber-related incident or event;**

v. **claim arising from identity crime;**

vi. **claim arising from your failure to comply with any taxation regulations; or**

b. **We will pay on your behalf the defence costs only arising from a claim against you for any wrongful act within the geographical limits:**

i. **arising from pollution, other than for a claim brought by any shareholder of you either directly or derivatively.**

c. **We will pay emergency defence costs in relation to a covered claim.**

a. **We will pay on your behalf the loss arising from an investigation and arising from any wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken place within the geographical limits, including any:**

i. **health and safety/manslaughter investigation;**

ii. **investigation arising from your operation or administration of any pension or employee benefit scheme or trust fund;**

iii. **investigation arising from pollution; or**

iv. **investigation arising from your failure to comply with any taxation regulations; or**

b. **We will also pay investigation mitigation costs in relation to a covered investigation, provided that:**

i. **where reasonably possible, you must obtain our prior written agreement before incurring such costs. Where it is not possible to obtain our written agreement, you must notify us as soon as possible after such sums are incurred; and**

ii. **we will not pay for the costs incurred in dealing with routine business, regulatory, legal, compliance or other matters, which could lead to an investigation if not complied with.**

We will not make any payment for any part of an investigation not covered by this section.

c. **We will pay pre-investigation costs in relation to a covered investigation.**

d. **We will pay emergency legal representation costs in relation to a covered investigation.**

- Public relations expenses a. **We will pay public relations expenses on your behalf following a covered claim or investigation** which, without the incurrance of **public relations expenses**, would in the reasonable opinion of **your** Chief Financial Officer or equivalent be likely to result in the imminent reduction in **your** gross annual revenue of more than 20%, by reference to **your** most recent financial forecast. **You** must obtain **our** prior written agreement before incurring such costs.
- Court attendance compensation b. If any **relevant person** has to attend court as a witness in connection with a **claim or investigation** covered under this section, **we** will pay **you** compensation for each day; or part of a day that their attendance is required by **us**.
- Dishonesty of employees c. **We will pay your employee dishonesty loss.**
- Loss of documents d. If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your business** is lost, damaged or destroyed while in **your** possession within the **geographical limits**, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it.

What is not covered

We will not make any payment for any claim, loss, investigation, or any other liability under this section:

- Deliberate or dishonest acts 1. against or suffered by **you** based upon, attributable to or arising out of:
 - a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation;
 - b. an act intended to secure or which does secure profit or advantage to which the individual concerned is not legally entitled; or
 - c. an act intended to secure or which does secure a profit for any other company or entity to which the company or entity was not legally entitled.

where such act or omission was committed or condoned by **you** or any individual who falls within paragraphs 1. to 3. of the definition of **relevant person**. This exclusion will only apply after a judgment or other final adjudication or an admission by **you** or the **relevant person** that such act, breach of statute or omission did occur. In the event of such finding or admission, **you** must reimburse all payments made by **us** in relation to the corresponding **claim, loss or investigation**.
- Prior claims and litigation 2. based upon, attributable to or arising out of:
 - a. anything that has been reported to and accepted under any policy existing or expired, before the start of the **period of insurance**; or
 - b. any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving a **relevant person** or **you**, initiated before the **prior and pending date**.
- Defamation 3. based upon, attributable to or arising out of defamation.
- Claims by you or a relevant person 4. based upon, attributable to or arising out of any **claim** brought or maintained by:
 - a. **you**; or
 - b. a **relevant person** within or subject to the laws of the United States of America.

This exclusion does not apply to:

 - i. **defence costs**;
 - ii. any shareholder derivative proceedings brought in **your** name without **your** or any **relevant person's** solicitation, assistance or participation;
 - iii. any **claim** brought by **your** liquidator, receiver or administrative receiver or similar body; or
 - iv. any **claim** seeking a contribution or indemnity if such **claim** would otherwise be covered by this section.
- Bodily injury and property damage 5. for **bodily injury or property damage**. This exclusion does not apply to any **health and safety/manslaughter claim**. However, **we** will not in any event make any payment for any **health and safety/manslaughter claim** arising from the use, ownership or possession of any motor vehicle in relation to which **you** are obliged under any compulsory insurance law to maintain insurance.
- Pollution clean-up costs 6. based upon, attributable to or arising out of any:

- a. statutory, contractual or common law obligation **you** have to clean up or remedy any **pollution** or contamination; or
 - b. land or property being identified as contaminated land under the Environmental Protection Act 1990 or any similar or successor legislation.

- Takeovers and mergers
 - 7. based upon, attributable to or arising out of any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place, after:
 - a. **you** merge or consolidate with another company; or
 - b. any party acquires:
 - i. more than 50% of **your** issued share capital;
 - ii. the majority of **your** voting rights; or
 - iii. the right to appoint or remove a majority of **your** board of directors.

- Changes to subsidiaries
 - 8. based upon, attributable to or arising out of any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place:
 - a. before the date of creation or acquisition by **you** of such **subsidiary**; or
 - b. after an entity ceases to be a **subsidiary**.

- Financial advantage
 - 9. based upon, attributable to or arising out of the gaining of any financial advantage to which the **you** were not entitled, including the repayment of any wrongfully received monies.

- Defined benefit pension schemes
 - 10. based upon, attributable to or arising out of **your** operation or administration of any defined benefit pension scheme or the breach of any legislation or regulation relating to these activities.

- Failure to fund pension and employee benefit schemes
 - 11. based upon, attributable to or arising out of **your** failure to fund any pension, employee benefit scheme or trust fund.

- Employment claims
 - 12. based upon, attributable to or arising out of any **employment claim**.

- Products
 - 13. based upon, attributable to or arising out of the manufacture, sale, supply, installation or maintenance of any product.

- Securities offerings
 - 14. based upon, attributable to or arising out of any **claim** or **investigation** in relation to any actual public offering of **your securities**.

- Infringement of intellectual property
 - 15. based upon, attributable to or arising out any actual or alleged infringement of patent, trademark, infringement of copyright, intellectual property right or registered design.

- Contractual liability
 - 16. based upon, attributable to or arising out any **claim** or **investigation** in respect of a breach of contract, whether actual or implied, written or oral which is greater than the liability **you** would have at law without the contract.

- Market fluctuation
 - 17. based upon, attributable to or arising out of any market trends or fluctuations over which **you** or any **relevant person** have no control.

- Anti-competitive practices
 - 18. based upon, attributable to or arising out of any breach of anti-competition laws or regulations.

- Breach of duty to customers
 - 19. where any **claim** is brought by **your** client or customer and which arises directly out of any breach of duty by any person in the provision of products or services to that client or customer. This exclusion does not apply to:
 - a. **legal representation costs** or any insurable civil fines or penalties associated with an **investigation** resulting from the **claim**; or
 - b. any **health and safety/manslaughter claim**.

- Claims outside the applicable courts
 - 20. first brought outside the **applicable courts**.
This exclusion also applies to proceedings in the **applicable courts** to enforce, or which are based on, a judgment or award from outside the **applicable courts**.

- Defence costs only
 - 21. other than **defence costs** for any **claim** covered under **What is covered, 1. Claims against you, b. Defence costs only**.

- Cyber incidents
 - 22. based upon, attributable to or arising out of any:
 - a. **cyber attack**;

- b. **hacker**;
- c. **unintentional error** in or affecting any **computer or digital technology**; or
- d. **social engineering communication**.

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

Matters specific to dishonesty of employees

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

Special conditions

Extended notification period

- If:
- 1. **we** or **you** refuse to renew this section of the **policy** for any reason other than non-payment of premium, administration, liquidation or insolvency; or
 - 2. **you** merge or consolidate with another entity or any party acquires more than 50% of your issued share capital or the majority of **your** voting rights during the **period of insurance**;

you may make a request to **us** in writing for an extended notification period, which will be granted at **our** sole discretion. If **we** agree to such request, the extended notification period will be granted in accordance with the options stated below:

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

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

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

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

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

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

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

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

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

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

Management buy-outs

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

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

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

How much we will pay

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

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

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

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

Paying out the limit of indemnity

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

Dishonesty of employees

When **we** settle **employee dishonesty loss** under **What is covered, 3. Additional covers, c. Dishonesty of employees**, for losses perpetrated by any individual or group of individuals who own or control any shares in **you** or who are entitled to participate in **your** profits, the amount **we** pay will be reduced by proportion to such person or persons' share in **your business** or entitlement to participate in **your** profits.

Special limits

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

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

Pollution defence costs and legal representation costs

1. **defence costs** under **What is covered, 1. Claims against you, b. Defence costs only, i. Pollution and cover under What is covered, 2. Investigations, a. Losses including legal representation costs, iii. Pollution**. This limit does not apply to shareholder **pollution claims**;

Public relations expenses

2. **public relations expenses**;

Emergency defence costs

3. **emergency defence costs**;

Emergency legal representation costs

4. **emergency legal representation costs**;

Investigation mitigation costs

5. **investigation mitigation costs**;

Pre-investigation costs

6. **pre-investigation costs**;

Dishonesty of employees

7. **employee dishonesty loss** under **What is covered, 3. Additional covers, c. Dishonesty of employees**;

Court attendance compensation

8. court attendance compensation, including any court attendance compensation payable under any Management liability section of this **policy**; and

Loss of documents

9. **losses** under **What is covered, 3. Additional covers, d. Loss of documents**.

Your obligations

Notification

1. **We** will not make any payment under this section:

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

Control of defence and payment under this section

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

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

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

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

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

Crisis containment

Policy wording

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

Special definitions for this section

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

What is covered

Crisis containment costs	We will pay crisis containment costs incurred within the geographical limits with our prior written consent as a direct result of a crisis commencing during the period of insurance .
Outside working hours discretionary crisis mitigation costs	We will also pay crisis containment costs incurred within the geographical limits without our consent in carrying out immediate work outside of working hours to limit or mitigate the impact of the crisis . Any such work done by the crisis containment provider will not be confirmation of cover under this or any other section of this policy .

What is not covered

We will not make any payment for:

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**.