



Hiscox Business Insurance  
Your policy wording



# Hiscox Business Insurance

## Policy wording

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# Hiscox Business Insurance

## Policy wording

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### Introduction

Thank you for choosing Hiscox to protect your business. 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. 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 from Hiscox, please contact us on the phone number shown in your policy schedule.

Please note that some of the words we use in this insurance are shown in bold type. These words are defined in each section of the wording.

# Professional insurance portfolio

Policy wording

## A seamless integrated insurance solution for professionals.

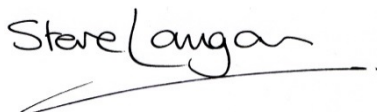
Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

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

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### Our promise to you

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



**Steve Langan**  
CEO, Hiscox Insurance Company

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### Complaints procedure

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

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

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

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

# General terms and conditions

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

<b>General conditions</b>	The following conditions apply to the whole of this <b>policy</b> . Any other conditions are shown in the section to which they apply.	
Presentation of the risk	1.	In agreeing to insure <b>you</b> and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given <b>us</b> . <b>You</b> must provide a fair presentation of the risk and must take care when answering any questions <b>we</b> 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 <b>you</b> (including <b>your</b> 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.	<p>a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to present the risk to <b>us</b> fairly, <b>we</b> may treat this <b>policy</b> as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> and <b>we</b> will be entitled to retain all premiums paid.</p> <p>b. If <b>we</b> establish that <b>you</b> failed to present the risk to <b>us</b> fairly but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> made a fair presentation of the risk, as follows:</p> <p>i. if <b>we</b> would not have provided this <b>policy</b>, <b>we</b> may treat it as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b>. <b>We</b> will refund any premiums <b>you</b> have paid; or</p> <p>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the start of the <b>period of insurance</b>. This may result in <b>us</b> making no payment for a particular claim or loss. <b>You</b> must reimburse any payment made by <b>us</b> that <b>we</b> would not have paid if such terms had been in effect.</p>
Change of circumstances	3.	<b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b> (a material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance). <b>We</b> may then change the terms and conditions of this <b>policy</b> or cancel it in accordance with the Cancellation condition,
If you fail to notify us of a change of circumstances	4.	<p>a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to:</p> <p>i. notify <b>us</b> of a change of circumstances which may materially affect the <b>policy</b>; or</p> <p>ii. comply with the obligation in 1. above to make a fair presentation of the risk to <b>us</b> when providing us with information in relation to a change of circumstances;</p> <p><b>we</b> may treat this <b>policy</b> 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. <b>You</b> must reimburse all payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will be entitled to retain all premiums paid.</p> <p>b. If <b>we</b> establish that <b>you</b> failed to notify <b>us</b> of a change of circumstances or to make a fair presentation of the risk to <b>us</b> when providing <b>us</b> with information in relation to a change of circumstances, but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> fairly presented the change of circumstances to <b>us</b>, as follows:</p> <p>i. if <b>we</b> would have cancelled this <b>policy</b>, <b>we</b> 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. <b>You</b> must reimburse any payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will refund any premiums <b>you</b> have paid in respect of any period after the date when cancellation would have been effective; or</p> <p>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the date when <b>your</b> circumstances changed. This may result in <b>us</b> making no payment for a particular claim or loss.</p>
Reasonable precautions	5.	<b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair. <b>We</b> will not make any payment under this <b>policy</b> in respect of any incident occurring whilst <b>you</b> are not in compliance with this condition unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.
Premium payment	6.	<b>We</b> will not make any payment under this <b>policy</b> until <b>you</b> have paid the premium.

Cancellation	<p>7. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro-rata refund of the premium for the remaining portion of the <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium under £20.</p> <p>If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b>. In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b>. <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.</p>
Multiple insureds	<p>8. The most <b>we</b> will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>.</p> <p><b>You</b> agree that the insured named in 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 <b>policy</b>.</p>
Aggregate limit	<p>9. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b>.</p>
Rights of third parties	<p>10. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b>. Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>
Other insurance	<p>11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.</p>
Cover under multiple sections	<p>12. Where <b>you</b>, including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b>, are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b>, being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.</p>
Governing law	<p>13. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.</p>
Arbitration	<p>14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.</p>
<b>General claims conditions</b>	<p>The following claims conditions apply to the whole of this <b>policy</b>. <b>You</b> must also comply with the conditions shown in each section of the <b>policy</b> under the heading <b>Your obligations</b>.</p>
Your obligations	<p>1. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b>:</p> <ol style="list-style-type: none"> <li>give <b>us</b> prompt notice of anything which is likely to give rise to a claim under this <b>policy</b> in accordance with the terms of each section; and</li> <li>give <b>us</b>, at <b>your</b> expense, any information which <b>we</b> may reasonably require and co-operate fully in the investigation of any claim under this <b>policy</b>.</li> </ol> <p>2. <b>You</b> must:</p> <ol style="list-style-type: none"> <li>make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and</li> <li>give <b>us</b> all assistance which <b>we</b> may reasonably require to pursue recovery of amounts <b>we</b> may become legally liable to pay under this <b>policy</b>, in <b>your</b> name but at <b>our</b> expense.</li> </ol> <p>If <b>you</b> fail to do so, <b>you</b> shall be liable to <b>us</b> for an amount equal to the detriment <b>we</b> have suffered as a result of <b>your</b> failure to comply with this obligation, which <b>we</b> may deduct from any payment <b>we</b> make under this <b>policy</b>.</p>
Fraud	<p>3. If <b>you</b> 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 <b>us</b> by deliberately giving <b>us</b> false information or making a fraudulent claim under this <b>policy</b> then:</p>

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

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

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



# Professional indemnity for technology companies

## 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 aggregate basis unless otherwise specified.

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### Special definitions for this section

<b>Advertising</b>	Advertising, publicity, or promotion in or of <b>your</b> products or services, including online.
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
<b>Business activity</b>	The activities stated in the schedule, which <b>you</b> perform in the course of <b>your business</b> .
<b>Claim</b>	Any written assertion of liability or any written demand for financial compensation or injunctive relief first made against <b>you</b> within the <b>applicable courts</b> .
<b>Client</b>	Any person or entity with whom <b>you</b> have contracted to provide services or deliverables that expressly fall within <b>your business activity</b> .
<b>Defence costs</b>	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with <b>our</b> prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered <b>claim</b> but not including any overhead costs, general business expenses, salaries, or wages incurred by <b>you</b> or any other person or entity entitled to coverage under this section.
<b>Employee</b>	An individual performing employment duties solely on <b>your</b> behalf in the ordinary course of <b>your business activity</b> and who is subject to <b>your</b> sole control and direction and to whom <b>you</b> supply the instruments and place of work necessary to perform such <b>business activity</b> . <b>You</b> and <b>your</b> independent contractors will not be treated as <b>employees</b> under this section.
<b>Liquidated damages</b>	A sum of money, or mechanism for calculating such sum, agreed between <b>you</b> and <b>your client</b> by contract as the amount payable by <b>you</b> in the event of a specified breach of such contract provided that, at the time the sum or mechanism was agreed, it represented a fair and reasonable estimate of <b>your client's</b> loss in the event of <b>your</b> breach of the contract.
<b>Loss</b>	Any financial harm caused to <b>your business</b> .
<b>Personal data</b>	<ol style="list-style-type: none"><li>Any data relating to a living individual who can be identified from that data; or</li><li>any sensitive personal data as defined in the Data Protection Act 1998 or any similar or successor legislation.</li></ol>
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Potential claim</b>	Anything likely to lead to a <b>claim</b> covered under this section.
<b>Retroactive date</b>	The date stated as the retroactive date in the schedule. For any <b>subsidiary</b> acquired by <b>you</b> during the <b>period of insurance</b> the retroactive date will be the date of acquisition.
<b>Subsidiary</b>	An entity: <ol style="list-style-type: none"><li>that has been identified in <b>your</b> proposal for this <b>policy</b> and of which <b>you</b> own more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the <b>period of insurance</b>; or</li><li>which <b>you</b> acquire during the <b>period of insurance</b> where the turnover at the date of acquisition is less than 20% of <b>your</b> turnover and the acquired entity's <b>business activity</b> is the same as <b>yours</b>.</li></ol>
<b>You/your</b>	Also includes: <ol style="list-style-type: none"><li>any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner, director, trustee, in-house counsel or senior manager in actual control of <b>your</b> operations; and</li><li>any <b>subsidiary</b>, including any person who was, is or during the <b>period of insurance</b> becomes the partner, director, trustee or in-house counsel of any <b>subsidiary</b> or any senior manager in actual control of its operations.</li></ol>

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## What is covered

### Claims against you

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

Breach of contract and liquidated damages

1. breach of any contract between **you** and **your client**, including any service level agreement forming part of such contract, or any **claim** for **liquidated damages**, but only where such **claim** is brought by **your client**;

Intellectual property infringement

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

Negligence

3. negligence or breach of any duty to use reasonable care and skill, including but not limited to negligent misrepresentation or negligent loss of or damage to any third-party document, data or information for which **you** are responsible;

Breach of confidentiality

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

Defamation

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

Dishonesty

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

Civil liability

7. any other civil liability,

unless excluded under **What is not covered** below, **we** will pay the amount agreed by **you** and **us** through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a **claim** or the amount to satisfy a judgment or arbitration award against **you** including any judgment or award ordering the payment of claimant's lawyers fees and costs.

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

Sub-contractors or outsourcers

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

Network security and personal data events

**We** will also indemnify **you** if, during the **period of insurance** and as a result of **your business activity** or **advertising**, a **claim** is brought against **you** for any actual or alleged:

1. transmission of malicious software including, but not limited to, a computer virus, worm, logic bomb or trojan horse;
2. denial of service attack against a third-party;
3. unauthorised acquisition, access, use, or disclosure of **personal data** or confidential corporate information that is held or transmitted in any form; or
4. prevention of authorised electronic access to any computer system, **personal data** or confidential corporate information.

Payments toward your outstanding fees

If:

1. **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 at the date of the refusal;
2. **your client** threatens to bring a **claim** against **you** for more than the amount owed; and
3. **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 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 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.

## Your own losses

Losses from dishonesty	If during the <b>period of insurance</b> , and in the performance of <b>your business activity</b> within the <b>geographical limits</b> , <b>you</b> discover a loss from the dishonesty of <b>your employees</b> or sub-contractors or outsourcers directly contracted to <b>you</b> and under <b>your</b> supervision, where there was a clear intention to cause <b>you</b> loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, <b>we</b> will indemnify <b>you</b> against <b>your</b> direct financial loss, provided the loss was suffered on or after the <b>retroactive date</b> .
Loss of documents	If during the <b>period of insurance</b> any document, information or data of <b>yours</b> which is necessary for the performance of <b>your business activity</b> is lost, damaged or destroyed while in <b>your</b> possession, <b>we</b> will pay the reasonable expenses <b>you</b> incur with <b>our</b> prior written agreement in restoring or replacing it. The most <b>we</b> will pay for the total of all such expenses is the relevant amount in the schedule.

## What is not covered

	A. <b>We</b> will not make any payment for any <b>claim</b> or <b>loss</b> or part of any <b>claim</b> or <b>loss</b> directly or indirectly due to:
Insufficient resources	1. <b>your</b> failure to take all reasonable steps to ensure that <b>you</b> have sufficient technical, logistical and financial resources to perform a contract.
Injury	2. any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. However this exclusion does not apply to any part of any <b>claim</b> : <ul style="list-style-type: none"> <li>a. seeking damages for mental anguish or distress where such damages solely stem from a covered <b>claim</b> for defamation, breach of privacy, or negligent publication; or</li> <li>b. directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> for a fee, provided that such <b>claim</b> is first brought within the <b>applicable courts</b> but always excluding USA or Canada.</li> </ul>
Property damage	3. loss, damage or destruction or loss of use of any tangible property. However this exclusion does not apply to any: <ul style="list-style-type: none"> <li>a. <b>claim</b> directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> for a fee, provided that such <b>claim</b> is first brought within the <b>applicable courts</b> but always excluding the USA or Canada;</li> <li>b. <b>claim</b> for alleging or arising from damage to electronic data;</li> <li>c. <b>loss</b> directly arising from any document of <b>yours</b> which is necessary for the performance of <b>your business activity</b> and which is lost, damaged or destroyed while in <b>your</b> possession.</li> </ul>
Government investigation/enforcement	4. any governmental enforcement of any legislation, regulation or order from any regulatory authority. However, this exclusion shall not apply to any otherwise covered <b>claim</b> from a national, local, federal, state or foreign government, agency or entity that is a <b>client</b> and has asserted the <b>claim</b> in its capacity as a <b>client</b> and not in its official governmental capacity.
Patent/trade secret	5. any actual or alleged infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.
Infrastructure interruption	6. any failure or interruption of service provided by an internet service provider, telecommunications provider, utility provider or other infrastructure provider except to the extent <b>you</b> provide those services as part of <b>your business activity</b> .

Stocks, accounts, taxation and fiduciary	7. any: <ul style="list-style-type: none"> <li>a. liability or breach of any duty or obligation owed by <b>you</b> regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation;</li> <li>b. liability or breach of any duty or obligation owed by <b>you</b> regarding any statement or representation (express or implied) contained in <b>your</b> accounts, reports or financial statements, or concerning <b>your</b> financial viability;</li> <li>c. violation of any taxation, competition, restraint of trade or anti-trust law or regulation;</li> <li>d. breach of any fiduciary duty owed by <b>you</b>.</li> </ul>
Pension and employee benefit schemes	8. any liability or breach of any duty or obligation owed by <b>you</b> in connection with the operation or administration of any health, pension or employee benefit scheme, plan, trust or fund.
Insolvency	9. <b>your</b> insolvency or the insolvency of <b>your</b> suppliers.
Sweepstakes, gambling or lotteries	10. <b>your</b> provision of any sweepstakes, gambling activities or lotteries.
Land, animals and vehicles	11. the ownership, possession or use of any land, building, animal, aircraft (including any drone or small unmanned aerial vehicle), watercraft or motor vehicle.
Negotiable instruments	12. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
Employees	13. anyone's employment with <b>you</b> or any breach of an obligation owed by <b>you</b> as an employer.
Discrimination	14. any discrimination, harassment or unfair treatment, unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> .
Directors' and officers' liability	15. any liability or breach of any duty or obligation owed to <b>you</b> or <b>your</b> shareholders by any of <b>your</b> directors, officers, trustees or board members, including but not limited to any: <ul style="list-style-type: none"> <li>a. allegation of insider trading;</li> <li>b. breach of any duty of corporate loyalty;</li> <li>c. liability for any statement, representation or information concerning <b>you</b> or <b>your business</b> contained in <b>your</b> accounts, reports or financial statements.</li> </ul>
Personal liability	16. any personal liability incurred by any director, officer, trustee, or board member of <b>yours</b> when acting in that capacity or managing <b>your business</b> other than when performing a <b>business activity</b> for a <b>client</b> or <b>advertising</b> .
Dishonest or criminal conduct	17. any fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business (but not in respect of a defamation <b>claim</b> ), or any knowing or wilful violation of a law, whether committed by <b>you</b> or committed by another whose conduct or violation of the law <b>you</b> have ratified or actively condoned, or any act <b>you</b> knew, at the time <b>you</b> performed it, would give rise to a <b>claim</b> or <b>loss</b> . However, this exclusion will not apply unless: <ul style="list-style-type: none"> <li>a. such conduct or wilful violation of the law has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding; or</li> <li>b. such conduct or wilful violation of the law has been established by <b>your</b> admission in a proceeding or otherwise; or</li> <li>c. <b>you</b> or <b>we</b> discover evidence of such conduct or wilful violation of the law;</li> </ul> at which time <b>you</b> shall reimburse <b>us</b> for all payments made by <b>us</b> in connection with such conduct or wilful violation of the law and all of <b>our</b> duties in respect of that entire <b>claim</b> shall cease.
Reckless conduct	18. any conduct committed in reckless disregard of another person or business' rights, but not in respect of a defamation <b>claim</b> .
Pre-existing problems	19. anything, including any <b>potential claim</b> or any actual or alleged shortcoming in <b>your</b> work, likely to lead to a <b>claim</b> or <b>loss</b> , which <b>you</b> knew or ought reasonably to have known about before <b>we</b> agreed to insure <b>you</b> .
War, terrorism and nuclear	20. <b>war, terrorism or nuclear risks</b> .

Asbestos	21. <b>asbestos risks.</b>
Pollution	22. <b>pollution.</b>
Third-party defect	<p>23. any defect in any software, hardware, firmware, or associated network cabling that is solely caused by a third-party, including but not limited to any third-party software supplier, manufacturer or originator.</p> <p>However, this exclusion does not apply to:</p> <ul style="list-style-type: none"> <li>a. covered <b>defence costs</b> incurred by <b>you</b> to defend such parts of a <b>claim</b> but only until there is a finding in any legal proceeding, including any arbitration, or any admission that the defect at issue is solely caused by a third-party, at which time <b>you</b> shall reimburse <b>us</b> for all <b>defence costs</b> that <b>we</b> have paid toward that <b>claim</b>; or</li> <li>b. any amount <b>you</b> satisfy <b>us</b> that <b>you</b> are legally able to recover under a written contract.</li> </ul>
Repair/replace/recall	<p>24. any costs or expenses involved in the repair, upgrade, correction, recall or replacement of any software, hardware, firmware, or associated network cabling including any costs or expenses relating to <b>your</b> legal obligation to comply with an injunction.</p> <p>However, this exclusion does not apply to any part of a judgment requiring <b>you</b> to pay direct damages to <b>your client</b> in respect of a covered <b>claim</b> for breach of contract.</p>
Commercial disputes	<p>25. any commercial dispute with <b>your</b> business partner or business associate, including but not limited to any reseller, distributor, original equipment manufacturer, third-party sales agent, systems integrator, or joint venture partner, but only to the extent such a <b>claim</b> is based upon:</p> <ul style="list-style-type: none"> <li>a. a commission or royalty, or any other term upon which such partner or associate is to be compensated in connection with doing business with <b>you</b>, or any compensation or remuneration promised or owed by <b>you</b> pursuant to those terms; or</li> <li>b. <b>your</b> decision to cease doing business with such a partner or associate.</li> </ul>
Chargeback	<p>26. any chargeback, liability, or fee incurred by <b>you</b> or <b>your client</b> as a result of a merchant service provider, including any credit card company or bank, wholly or partially reversing or preventing a payment transaction.</p> <p>B. <b>We</b> will not make any payment for:</p>
Claims brought by a related party	<p>1. any <b>claim</b> brought by any person or entity falling within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b>, including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest, including any subsidiary company.</p> <p>However, this does not apply to a <b>claim</b> based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b>.</p>
Claims by current and former employees	<p>2. any <b>claim</b> made against <b>you</b> by any person or entity that <b>you</b> currently employ or formerly employed, including but not limited to <b>employees</b>, sub-contractors or outsourcers.</p> <p>However, this exclusion will not apply to any part of any <b>claim</b>:</p> <ul style="list-style-type: none"> <li>a. solely based on <b>business activity</b> performed when such person or entity was not working for <b>you</b>; or</li> <li>b. based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b>.</li> </ul> <p>However, this exclusion shall not apply to any otherwise covered <b>claim</b> from an <b>employee</b>, subcontractor or outsourcer that is brought entirely independently of that party's position as <b>your employee</b>, subcontractor or outsourcer.</p>
Non-compensatory payments	<p>3. a. punitive or exemplary damages, which <b>you</b> are legally obliged to pay. However <b>we</b> will pay an award of such damages if insurable in the jurisdiction where such award was first ordered; or</p> <p>b. service credits, contractual fines or contractual penalties, other than <b>liquidated damages</b>.</p>
Fines and penalties	<p>4. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages which <b>you</b> are legally obliged to pay, including but not limited to those imposed by any national, local, federal, state or foreign governmental body or any licensing organisation.</p>

Claims outside the applicable courts	<p>5. any <b>claim</b>, including arbitration, brought outside the <b>applicable courts</b>.</p> <p>This applies to proceedings in the <b>applicable courts</b> to enforce, or which are based on, a judgment or award from outside the <b>applicable courts</b>.</p>
Trading losses	<p>6. any trading loss or trading liability including those arising from the loss of any <b>client</b>, account or business.</p>
<b>How much we will pay</b>	<p>The most <b>we</b> will pay for the total of all <b>claims</b>, their <b>defence costs</b>, and <b>losses</b> is the overall limit of indemnity stated in the schedule, irrespective of the number of <b>claims</b> or <b>losses</b>, unless limited below or in the schedule. <b>You</b> must pay the relevant <b>excess</b> stated in the schedule.</p> <p>Any amounts to be paid by <b>us</b> shall not include or be calculated based on any of <b>your</b> overhead expenses, <b>your</b> liability for debt, taxes, lost costs or profits, salaries or wages, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving <b>your</b> security, or performing audits.</p> <p><b>You</b> must pay the relevant <b>excess</b> stated in the schedule. The <b>excess</b> will only be eroded by the covered part of the <b>claim</b>.</p> <p>When <b>we</b> settle a loss under <b>Your own losses</b>, Losses from dishonesty, <b>we</b> will deduct any sums <b>you</b> owe or the value of any property <b>you</b> hold belonging to the perpetrator.</p>
<b>Special limits</b>	
Losses from dishonesty	<p>The most <b>we</b> will pay for the total of <b>your</b> own losses arising from the dishonesty of <b>your employees</b>, sub-contractors and outsourcers 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.</p> <p><b>You</b> must pay the relevant <b>excess</b> stated in the schedule.</p>
<b>Paying out the limit of indemnity</b>	<p>At any stage of a <b>claim</b> <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for that <b>claim</b> or its <b>defence costs</b>.</p>

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## Your obligations

If a problem arises	<ol style="list-style-type: none"> <li>1. <b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> of: <ol style="list-style-type: none"> <li>a. any <b>claim</b> made against <b>you</b> or any <b>loss</b> as soon as practicable and within the <b>period of insurance</b> or at the latest within 14 days after the <b>policy</b> expires for any <b>claim</b> or <b>loss</b> <b>you</b> first became aware of in the seven days before expiry;</li> <li>b. <b>potential claims</b> under this section, such notification must be as soon as practicable and within the <b>period of insurance</b> or at the latest within 14 days after the <b>policy</b> expires, and must to the fullest extent possible identify the particulars of the <b>potential claim</b>, including identifying any potential claimant, the likely basis for liability, the likely demand for relief and any additional information about the <b>potential claim</b> that <b>we</b> reasonably request. If such a <b>potential claim</b> notification is made to <b>us</b> then <b>we</b> will treat any <b>claim</b> arising from the same particulars as that notification as if it had first been made against <b>you</b> on the date <b>you</b> properly notified <b>us</b> of it as a <b>potential claim</b>, even if that <b>claim</b> is first made against <b>you</b> after the <b>period of insurance</b> has expired.</li> <li>c. <b>your</b> discovery, or the existence of reasonable grounds for <b>your</b> suspicion, that any <b>employee</b> or sub-contractor or outsourcer has acted dishonestly, as soon as reasonably practicable.</li> </ol> </li> <li>2. <b>You</b> must: <ol style="list-style-type: none"> <li>a. ensure that <b>our</b> rights of recovery, including but not limited to any subrogated rights of recovery, against a third-party are not unduly restricted or financially limited by any term in any of <b>your</b> contracts;</li> <li>b. not admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement.</li> </ol> </li> </ol> <p>If <b>you</b> fail to comply with these obligations, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.</p>
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## Control of defence

### Defence arrangements

This is a duty to defend section. This means that **we** have the right and duty to defend **you** against any **claim** which is covered in its entirety.

### Appointment of legal representation

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.

### Partially covered claims

If a **claim** which is only partially covered is made against **you**, **we** have the right and duty to defend **you**, but amounts relating to non-covered parts of **claims** will be deducted from **our** final settlement. However, for **claims** or parts of **claims** which allege or arise from any infringement, use or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret, **we** and **you** agree to allocate all amounts, including **defence costs**, upon **our** receipt of the **claim** or **potential claim**.

**We** and **you** agree to use best efforts to determine a fair allocation of covered and non covered parts of **claims**. If **you** and **we** cannot agree on a fair allocation **you** and **we** agree to follow the dispute resolution process in the General terms and conditions of this **policy**.

If a covered or partially covered **claim** is made against **you**, then **we** have the right to appoint suitably qualified legal representation to defend **you**.

**We** have no duty to defend **you** against **claims** where:

1. no part of the **claim** is covered; or
2. **we** pay **you** the 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.

### Payment of full 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**.

# Public and products liability (technology)

Policy wording

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

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## Special definitions for this section

<b>Abuse or molestation</b>	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.
<b>Abuse or molestation retroactive date</b>	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Computer system</b>	Any computer network, hardware, software, information technology and communications system, including any email, intranet, extranet, website or data held electronically.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Drone</b>	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
<b>Employee</b>	Any person working for <b>you</b> in connection with <b>your business</b> who is: <ul style="list-style-type: none"><li>a. employed by <b>you</b> under a contract of service or apprenticeship;</li><li>b. hired to or borrowed by <b>you</b>;</li><li>c. under <b>your</b> control or supervision and is self-employed or working on a labour-only basis;</li><li>d. engaged by labour-only sub-contractors;</li><li>e. a labour master or a person supplied by him;</li><li>f. engaged under a work experience or training scheme;</li><li>g. a voluntary worker engaged with <b>your</b> permission.</li></ul>
<b>Inefficacy</b>	The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.
<b>Misuse of a computer system</b>	Any unauthorised or malicious act, or threat of any unauthorised or malicious act, involving the use or operation or processing of or access to any <b>computer system</b> .
<b>Personal injury</b>	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	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 <b>drones</b> .
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> director, partner, trustee, committee member, senior manager or officer in actual control of <b>your</b> operations.

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## What is covered

Claims against you	If, as a result of <b>your business</b> , any party brings a claim against <b>you</b> for: <ul style="list-style-type: none"><li>a. <b>bodily injury</b>, other than <b>abuse or molestation</b>, or <b>property damage</b> occurring during the <b>period of insurance</b>;</li><li>b. <b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>,</li></ul>
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**we** will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any **employee** when they are acting on **your** behalf in whatever capacity.

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

#### Abuse or molestation claims

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.

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**.

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

#### Overseas personal liability

**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:

- a. arises out of:
  - i. any loss of a third-party's key or electronic pass card;
  - ii. any failure to secure a third-party's premises;
  - iii. 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 <b>period of insurance</b> and as a result of <b>your business</b> , any of <b>your employees</b> uses a third-party's telephone system without authority, including any mobile or internet-based telephone network, and that party brings claim against <b>you</b> , <b>we</b> will pay the sums <b>you</b> have to pay as compensation to such third-party, provided that <b>we</b> are notified within three months of the unauthorised use.
Defective Premises Act	<p>If, during the <b>period of insurance</b>, <b>you</b> dispose of any premises in connection with <b>your business</b> and any party brings a claim against <b>you</b> under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975, <b>we</b> will pay for the sums <b>you</b> have to pay as compensation. <b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p> <p><b>We</b> will not in any event make any payment for any:</p> <ol style="list-style-type: none"> <li>liability where <b>you</b> are entitled to cover under any other insurance;</li> <li>costs of remedying any actual or alleged defect, which if not remedied may result in a claim.</li> </ol>
<b>Additional cover</b>	
Court attendance compensation	If any of <b>your</b> directors, partners, trustees, committee members, senior managers or officers in actual control of <b>your</b> operations or any other <b>employee</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day that their attendance is required by <b>our</b> solicitor.

<b>What is not covered</b>	A. <b>We</b> 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"> <li>loss of or damage to any property belonging to <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to: <ol style="list-style-type: none"> <li>vehicles or personal effects belonging to <b>your employees</b> or visitors, while on <b>your</b> premises;</li> <li>premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your business</b>;</li> <li>premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement;</li> <li>loss of a third-party's keys or electronic pass cards.</li> </ol> </li> <li>the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, <b>drone</b>, hovercraft, 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. <p>This does not apply to:</p> <ol style="list-style-type: none"> <li>any <b>tool of trade</b>;</li> <li>the loading or unloading of any vehicle off the highway.</li> </ol> </li> </ol>
Injury to employees	<ol style="list-style-type: none"> <li><b>bodily injury</b> to any: <ol style="list-style-type: none"> <li><b>employee</b>; or</li> <li>person supplied by <b>you</b> to a client under contract which occurs anywhere other than at <b>your</b> premises.</li> </ol> </li> </ol>
Pollution	<ol style="list-style-type: none"> <li> <ol style="list-style-type: none"> <li> <ol style="list-style-type: none"> <li>any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or</li> <li>any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b>; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b>;</li> </ol> </li> <li>any <b>pollution</b> occurring in the United States of America or Canada.</li> </ol> </li> </ol>
Misuse of a computer system	<ol style="list-style-type: none"> <li>any <b>misuse of a computer system</b> or transmission of a computer <b>virus</b>.</li> </ol>
Professional advice	<ol style="list-style-type: none"> <li>designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by <b>you</b>.</li> </ol>
Treatment or care	<ol style="list-style-type: none"> <li>the provision of or failure to provide any treatment or care of a person or animal, other</li> </ol>

than the provision of first aid in connection with **your business**.

Tour operator's liability	8. any <b>business</b> activity where <b>you</b> are deemed in law to be liable, purely as a result of: <ol style="list-style-type: none"><li>the Package Travel, Package Holidays and Package Tours Regulations 1992;</li><li>any similar or successor legislation; or</li><li>any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.</li></ol>
Your products	9. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts. 10. <ol style="list-style-type: none"><li>any <b>products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b>;</li><li>any <b>products</b> 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 <b>products</b>;</li><li>any <b>products</b> relating to <b>drones</b> or self-balancing motorised scooters.</li></ol>
Deliberate or reckless acts	11. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Placed personnel	12. the actions of any person supplied by <b>you</b> to a client under contract.
Contracts	13. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
War or nuclear	14. <b>war</b> or <b>nuclear risks</b> .
Terrorism	15. <b>terrorism</b> .
Asbestos	16. <b>asbestos risks</b> . B. <b>We</b> will not make any payment for:
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Geographical limits	4. any claim brought against <b>you</b> : <ol style="list-style-type: none"><li>resulting from any work <b>you</b> undertake in any country outside the <b>geographical limits</b>; or</li><li>for <b>bodily injury</b> or <b>property damage</b>, arising from any <b>products</b> or <b>inefficacy</b>, occurring in any country outside the <b>geographical limits</b>.</li></ol>
Excess	5. the amount of any relevant <b>excess</b> .

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#### 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 <b>your products</b> and from <b>inefficacy</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> .
Pollution	For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount stated in 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 <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> .
Criminal proceedings costs	The most <b>we</b> 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 <b>you</b> and <b>your employees</b> during the <b>period of insurance</b> .
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 <b>we</b> will pay is the amount stated in the schedule for the total of all such claims and their <b>defence costs</b> .
<b>Additional cover</b>	
Court attendance compensation	<b>We</b> will pay <b>you</b> compensation, as stated in the schedule, for each day or part day that any of <b>your</b> directors, partners, trustees, committee members, senior managers or officers in actual control of <b>your</b> operations or other <b>employees</b> are required to attend court in relation to a claim covered under this section. The most <b>we</b> 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 <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for those claims or their <b>defence costs</b> .

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## Your obligations

If a problem arises	<ol style="list-style-type: none"> <li>1. <b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b>: <ol style="list-style-type: none"> <li>a. immediately and in any event within seven days of: <ol style="list-style-type: none"> <li>i. a claim or anything which may give rise to a claim for or arising out of <b>bodily injury</b> or <b>abuse or molestation</b>;</li> <li>ii. <b>your</b> discovery, or the existence of reasonable grounds for <b>your</b> suspicion, that any director, partner, trustee, committee member or <b>employee</b> has committed <b>abuse or molestation</b>; or</li> <li>iii. any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body.</li> </ol> </li> <li>b. promptly of any other claim or anything which may give rise to any other claim against <b>you</b>, including <b>your</b> discovery that <b>products</b> are defective or of <b>your</b> awareness of the <b>inefficacy</b> of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b>.</li> </ol> </li> </ol> <p>At <b>our</b> request, <b>you</b> must confirm the facts in writing within 30 days with as much information as is available.</p> <p><b>You</b> should make this notification directly to <b>us</b> (and <b>your</b> insurance adviser, if <b>you</b> have one) as follows, ensuring <b>you</b> quote <b>your</b> policy number:</p> <p>by email to: <a href="mailto:liability.claims@hiscox.com">liability.claims@hiscox.com</a>; or</p> <p>by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.</p> <ol style="list-style-type: none"> <li>2. When dealing with <b>your</b> client or a third party, <b>you</b> must not admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement. If <b>you</b> do, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment that <b>we</b> have suffered as a result.</li> </ol>
Correcting problems	<ol style="list-style-type: none"> <li>3. <b>You</b> must take reasonable steps to remedy or rectify, at <b>your</b> expense, any defect or failure in the goods or any service, process or system <b>you</b> have supplied, provided to or managed for a client, customer or distributor. <b>We</b> will not make any payment under this section in respect of any incident occurring while <b>you</b> are not in compliance with these conditions unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.</li> </ol>

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**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.

# Crisis containment

## Policy wording

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

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### Special definitions for this section

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

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### What is covered

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

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### What is not covered

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

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### 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**.

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## 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**.





# Hiscox Business Insurance

## Policy wording

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### Important note

By accepting this policy, where we collect any personal information, you agree that any data provided by you in this form or otherwise in connection with your proposal or resulting insurance may be used exclusively by Hiscox Insurance Company Limited, its group companies and/or their brokers or third-party service providers (collectively referred to as 'data recipients') in performing their obligations to you and providing you with ancillary services, (the purposes). The purposes include, but are not limited to: analysing your particular insurance needs; providing insurance estimate(s) or quotation(s) and/or arranging insurance cover; handling and investigating claims and assisting in the claims authorisation process; accounting; for any purpose required by law; and to evaluating the Hiscox business/market research; both during your policy and after it has lapsed, unless you indicate in the quotation process or elsewhere (by ticking the relevant box(es) as provided) or by subsequently informing us that you do not wish to receive such material from the data recipients. Your data will also be used for marketing other products and services to you (by post, telephone, fax, email or other available method).

Hiscox, like most insurers, passes information to the Claims and Underwriting Exchange (CUE) and we may search the CUE register for information about you. The aim is to help us to check information provided and prevent fraudulent claims. This means we can continue to offer our honest clients an extraordinary level of cover and service at a competitive price. When we deal with your request for insurance, we may search the CUE register. When you tell us about an incident which may or may not give rise to a claim, we will pass relevant information to the register.

For training and quality control purposes, telephone calls may be monitored or recorded.

The data recipients may need to give details to third parties (including but not limited to insurance carriers, third-party claims adjusters/loss adjusters, solicitors, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities) in performing the purposes. They may also need to process sensitive personal data about you where this is necessary (for example, physical or mental health conditions or criminal convictions in connection with both you and members of your family or household). Where sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates, both to the disclosure of such information to the data recipients and to its use for the purposes.

In the unlikely event of processing outside the European Economic Area (EEA), you agree to the transfer of your personal information to a country or territory outside the EEA (which may not provide the same protection for you). In the future, Hiscox Insurance Company Limited and its group companies may sell their business(es) or assets. Personal information is usually considered an asset in such transactions and you agree that your information may be sold, traded or licensed in such circumstances. Hiscox Insurance Company Limited is registered on the Data Protection Register under number Z6445902 and your information will be treated in compliance with the Data Protection Act 1998. Please see the Information Commissioner's website at [www.dataprotection.gov.uk](http://www.dataprotection.gov.uk) for more information of the Data Protection Act and the Information Commissioner. You have the right to apply for a copy of your information (for which we may charge a small fee) and to have any inaccuracies corrected.

It is important that you consider carefully whether to allow your policy to lapse as you might have difficulty in securing the same level of cover with an alternative insurer, for example in respect of flood or subsidence.