



## Alisha Aesthetics

**Policy number: 14705984**

**Insurer: Hiscox**

**Your documents include:**

**Policy schedule and statement of fact**

**Summary of cover**

**Policy wording**

**Certificates**

## Policy Schedule

This document confirms what insurance you have with us. Please read it carefully and check its details with your policy wording and statement of fact documents.

**Schedule effective date: 22/07/2022**

### Insurance details

<b>Policy number:</b>	14705984
<b>Period of insurance:</b>	From 22/07/2022 to 21/07/2023 both days inclusive.  This policy is a continuing cover policy.
<b>Anniversary date:</b>	22 July
<b>Insured:</b>	Alisha Aesthetics
<b>Address:</b>	260-262 Crawley Green Road, Luton, LU2 0SJ
<b>Additional insureds:</b>	None
<b>Business:</b>	Aesthetics including Training, Profhilo - Aqualyx; Botox and temporary dermal fillers; Chemical peels including TCA over 40% strength and Phenol; Chemical peels including TCA up to 40% strength exclude Phenol; Dermaplaning; Dermapen, Dermaroller or Microneedling up to 3mm; General beauty; IV Infusion drips; Platelet Rich Plasma (PRP) to the face and neck

### Premium details

Annual premium:	£653.50
Insurance Premium Tax (IPT):	£78.42
Annual total:	£731.92

Please note that there will be no refund or additional premium for any transaction which is less than £20 (excluding IPT).

## Hiscox Business Insurance Policy Schedule and Statement of Fact

### Summary

General information	
<b>Underwritten by:</b>	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy.
<b>General terms and conditions wording:</b>	15661 WD-PIP-UK-GTCA(3) The general terms and conditions apply to the whole of this policy. Any other conditions are shown in the section to which they apply.

Claims information
<p>If you need to make a claim, you should contact us immediately. If, for some reason you can't get hold of us, try Hiscox's claims team directly on 01206 773 899 (select option one or two as appropriate), 8:30am to 5:30pm Monday to Friday. You will need to provide your full name and contact details, the name of your business or organisation, your address and postcode, the policy reference and circumstances of the claim.</p> <p>Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to Hiscox's 24-hour emergency assistance team using the telephone number above. Your policy schedule will state if property cover is included in your policy.</p> <p>Hiscox's out-of-hours emergency assistance team operate on a pay-and-claim basis and you will need to have credit card details available as appropriate. Their team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of substantial damage.</p> <p>The <b>Important information and contact details</b> section below contains additional information specific to the covers applicable to your policy.</p> <p>If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is important that you read the policy for details of its terms in full.</p>

### Your covers

This is a summary of each section of your policy. See each section for cover details.

Cover	Limit	Excess	Annual premium (inc IPT)
Treatment and professional liability	£1,000,000	£1,500	£641.20
Public and products liability	£1,000,000	£250	£43.68
Legal protection	£100,000	£0	£47.04

**The figures above are in summary only and are not in addition to the amount insured specified against each cover section below.**

**Your cover**

**Section: Treatment and professional liability**

<b>Cover start date</b>	22/07/2022
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Wording</b>	16177-WD-AEST-UK-MM(4)
<b>Limit of indemnity</b>	£1,000,000 in the aggregate, including all costs
<b>Excess</b>	£1,500 each and every claimant in respect of each and every claim or loss, including all costs
<b>Geographical limits</b>	United Kingdom, Isle of Man and Channel Islands
<b>Applicable courts</b>	United Kingdom, Isle of Man and Channel Islands

**Retroactive cover**

Retroactive cover start date	01/06/2020
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**Special limits (included within and not in addition to the overall limit above)**

Loss of documents	£250,000 in the aggregate, including all costs
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**Special excesses (only applicable if business activity is covered under this policy)**

Autologous fat transfer	£2,500 each and every claimant in respect of each and every claim or loss, including all costs
Invasive laser lipo	£2,500 each and every claimant in respect of each and every claim or loss, including all costs
Hair transplants FUE	£5,000 each and every claimant in respect of each and every claim or loss, including all costs
Hair transplants FUT	£7,500 each and every claimant in respect of each and every claim or loss, including all costs
Laser and IPL for hair removal or skin rejuvenation	£2,500 each and every claimant in respect of each and every claim or loss, including all costs
Laser tattoo removal	£2,500 each and every claimant in respect of each and every claim or loss, including all costs

**Crisis containment cover**

Wording	9809-WD-PIP-UK-CRI(2)
Limit of indemnity	£25,000 each and every crisis and in the aggregate
Geographical limits	United Kingdom, the Isle of Man, the Channel Islands and the Republic of Ireland

**Hiscox Business Insurance  
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Outside working hours discretionary crisis mitigation costs	£2,000 each and every crisis and in the aggregate
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Section endorsements
<p><b><u>Amendment of cover: business activities</u></b></p> <p>For the purposes of this section, <b>Special definitions for this section, Business activity</b> is amended to read as follows:</p> <p><b>Business activity</b></p> <p>Also includes the following activities, where appropriately trained which <b>you</b> perform in the course of <b>your business</b>:</p> <ol style="list-style-type: none"> <li>1. temporary hair removal and bleaching;</li> <li>2. hair dressing and barbering;</li> <li>3. makeup, excluding semi-permanent makeup, and spray on tan applications;</li> <li>4. nail extensions and treatments;</li> <li>5. eyelash and eyebrow treatments;</li> <li>6. facials;</li> <li>7. glycolic facial peels under 40% strength;</li> <li>8. body wrapping;</li> <li>9. ear piercing;</li> <li>10. massage;</li> <li>11. electrolysis for hair removal; and</li> <li>12. thread vein treatment.</li> </ol>

**Section: Public and products liability**

<b>Cover start date</b>	22/07/2022
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Wording</b>	16166-WD-PROF-UK-PPL(2)
<b>Limit of indemnity</b>	£1,000,000 each and every claim or loss, excluding defence costs and criminal proceedings costs
<b>Excess</b>	£250 each and every claim for property damage only
<b>Geographical limits</b>	United Kingdom and European Union
<b>Applicable courts</b>	United Kingdom and European Union

Special limits (included within and not in addition to the overall limit above)	
Pollution defence costs	£100,000 in the aggregate
Criminal proceedings costs	£100,000 in the aggregate

Additional cover (in addition to the overall limit insured above)	
Unauthorised use of third-party telephones by your employees	£10,000 in the aggregate
Court attendance compensation: directors, partners, trustees, committee members, senior managers and officers	£250 per person, per day

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Court attendance compensation: any other employees	£100 per person, per day
Court attendance compensation: in total	£10,000 in the aggregate

Special excesses	
Unauthorised use of third-party telephones by your employees	£250 each and every claim

Section endorsements
<p><b><u>Removal of cover: communicable disease testing and vaccinations</u></b></p> <p>The following is added to <b>Special definitions for this section</b>:</p> <p><b>Communicable disease</b></p> <p>Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.</p> <p>The following is added to <b>What is not covered, A</b>:</p> <p><b>We</b> will not make any payment for any claim or loss or any part of a claim or loss directly or indirectly due to any act or omission in connection with testing for, or vaccinating against, any <b>communicable disease</b>.</p>

**Section: Legal protection**

<b>Cover start date</b>	22/07/2022
<b>Insurer</b>	DAS Legal Expenses Insurance Company Limited
<b>Wording</b>	16375-WD-PROF-UK-LST(1)
<b>Limit</b>	£100,000 total amount insured
<b>Excess</b>	Nil
<b>Territorial limit</b>	For insured incidents 2 Legal Defence (excluding 2.4), and 3 b. Bodily Injury European Union, Isle of Man, Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. For all other insured incidents United Kingdom of Great Britain and Northern Ireland, Isle of Man, Channel Islands and any other extension agreed with DAS.

<b>Reference</b>	TS5/6909212
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Cover	
Employment disputes and compensation awards	Covered
Legal defence	Covered
Property protection and bodily injury	Covered

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Tax protection	Covered
Debt recovery	Covered
Contract disputes	Covered

Special excesses	
Contract disputes	£500 each and every claim where the amount in dispute exceeds £5,000

Endorsements applicable to the whole policy
<p><b><u>Your broker: PolicyBee</u></b></p> <p>Your policy is administered and issued by your broker, PolicyBee. Contact them if you need to change your policy, ask a question, or if you think you have a claim.</p> <p>You can call: 0345 222 5360, email: <a href="mailto:contactus@policybee.co.uk">contactus@policybee.co.uk</a>, or write to: 14 Brightwell Barns, Waldringfield Road, Brightwell, IP10 0BJ.</p>

Additional endorsements applicable to the whole policy
For Kenalog hayfever injections, there is a £1,509 excess.

## **Hiscox Business Insurance Policy Schedule and Statement of Fact**

### **Important information and contact details**

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name	<b>Hiscox Underwriting Limited</b>
Registered address	1 Great St. Helens, London, EC3A 6HX, United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

#### **Insurers**

These insurers provide cover as specified in each section of the schedule.

Name	<b>Hiscox Insurance Company Limited</b>
Registered address	1 Great St. Helens, London, EC3A 6HX, United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

#### **Commercial assistance and legal advice helpline:**

This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.

This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:

Employment  
Prosecutions  
Discrimination in the workplace  
Health & safety  
European law

Helpline number: +44 (0)800 8402269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Limited, as a service for eligible Hiscox policyholders.

#### **Crisis containment:**

Crisis line contact number (24 hours): +44(0)800 8402783 / +44 (0)1206 711796

Crisis containment provider: Hill & Knowlton Strategies Ltd

During office hours, the call will be answered by Hiscox. Outside of normal opening hours, your call will be answered by Hill & Knowlton Strategies Ltd.

If you first become aware of a crisis outside of working hours, you must notify us of the crisis as soon as possible within working hours by telephoning +44(0)800 8402783 or +44 (0) 1206 711796.



## Statement of fact

You must read this Statement of Fact carefully and check that all of the information is true, complete and accurate. Please note that some of the information may have been assumed by us.

If any of the information in the Statement of Fact is not true, complete and accurate, you must let us know before cover starts. You must also let us know if, after cover has started, any of the information is or is likely to become no longer true, accurate and complete. In each case, we will let you know whether it affects the terms of the cover.

You must also let us know if at any point you exceed, or are likely to exceed, any of the maximum allowable amounts shown below.

Provided the information is, and remains, true, complete and accurate, and you do not exceed any of the maximum allowable amounts, we do not require you to provide any additional information and you will have complied with your obligations under General Conditions 1 and 3 in the General terms and conditions.

If any of the information is not, or no longer remains, true, accurate and complete, and you do not tell us, it could affect the validity of the policy or our ability to pay a claim.

### Continuing cover: Maximum allowable amounts

Category	Declared amount	Maximum allowable
Turnover	£10,000	£150,000

### Continuing cover: Your statements and answers

#### You and your business

We asked you	You answered
What is your organisation's business description?	Aesthetics including Training, Profhilo
Have you or any of your directors or partners: <ul style="list-style-type: none"> <li>• Been declared bankrupt or insolvent either in a personal capacity or in connection with a business liability</li> <li>• Been convicted of, or charged with, a criminal offence other than a conviction spent under the Rehabilitation of Offenders Act 1974</li> <li>• Had an insurance policy cancelled by the insurer</li> <li>• Ever suffered any claim or loss that would fall within the scope of this insurance</li> </ul>	No
Are you aware of any shortcoming, complaint, client withholding payment, or incident that might result in a loss or a claim being made against you?	No
Do you work outside the UK or under non UK-law contracts?	No

#### Treatment and professional liability insurance

We asked you	You answered
Do you keep client records, including details of services provided, for at least five years?	Yes

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Do you, and anyone who carries out work on your behalf, hold a recognised professional qualification and have relevant experience to undertake your activities?	Yes
Do you use subcontractors or consultants?	No
Has any investigation or disciplinary proceedings, been made against you, or any principal, director, or partner by your professional body?	No
Do you, and anyone who carries out work on your behalf, provide remote prescription services for other practitioners?	No
Do you, and anyone who carries out work on your behalf, provide any treatments for celebrities?	No
Do you, and anyone who carries out work on your behalf, undertake skin patch tests for treatments where the manufacturer of the product being used explicitly states within their instructions that a skin patch should be performed?	Yes
Are all IV infusion drip procedures performed by a qualified nurse, doctor or surgeon?	Yes
Is all microneedling over 2.5mm in depth performed by a qualified nurse, doctor or surgeon?	Yes
Are all dermal injections performed by a surgeon, doctor, pharmacist, nurse, paramedic, dentist, dental therapist or dental hygienist?	Yes
Are all chemical peels which include TCA over 40% strength or Phenol performed by a surgeon, doctor, pharmacist, nurse, paramedic, dentist or NVQ 3 qualified practitioner?	Yes
Are all treatments performed or supervised by an NVQ Level 3 qualified practitioner, a qualified nurse, or a doctor?	Yes
Are all Botox/dermal filler procedures performed by a surgeon, doctor, registered nurse, pharmacist, paramedic, dentist, dental therapist or dental hygienist?	Yes
Do you always take photos of treatment areas on clients' bodies before starting? And do you store them for at least two years after the treatment date?	Yes
Are all injectables CE marked, sourced from a supplier within the European Union, and (excluding Aqualyx) non-permanent?	Yes
Do you, or does anyone on your behalf, undertake, supervise, host, co-ordinate, organise or facilitate in any respect whatsoever taking any swab samples or other testing designed to provide, or help to provide, a positive or negative diagnosis for COVID-19, other than where this is for your employees, clients or customers for the purposes of carrying out your primary trade, business or profession?	No
Are all injectables non-permanent, CE marked and sourced from a supplier within the United Kingdom or European Union?	Yes
Please confirm: <ul style="list-style-type: none"> <li>You deliver all services in line with the UK Government's up-to-date guidance</li> <li>You use appropriate PPE and adhere to any appropriate health and safety protocols in line with up-to-date guidance issued by Public Health England, and any other relevant regulatory body or health authority</li> </ul>	Yes

<b>Public and products liability insurance</b>	
<b>We asked you</b>	<b>You answered</b>
Do you provide care, overnight or one-to-one services to children or adults at risk?	No
Do you have a written safeguarding policy for the protection of children or adults at risk that includes details of identifying risks, appropriate procedures and relevant DBS checks?	Yes
Do you sell, supply, make, install, repair or service any products?	No

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## **Your Hiscox insurance**

These documents summarise the key information about your insurance. Included are details on things like cancelling your insurance and what to do if you have a claim. You won't find the terms and conditions here, though, and these documents aren't part of your insurance contract.

If there's anything here you're not sure about, please email [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk) or call us on 0345 222 5360, Monday to Friday, 9-5.

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## **Your obligations**

We've based your insurance and how much it costs on the details you've given us. It's up to you to make sure those details are right. If you're not sure we have the right information about you and your business - either now or in the future - please call us.

It's important to bear in mind:

- It's your responsibility to make sure we have all relevant material information about your business and what it does. If we don't, claims you make might not be covered or the amount paid might be reduced.
- If you knew, or reasonably ought to have known, about something that was likely to result in a claim and you didn't tell us about it before this insurance started, that claim won't be covered.
- Not telling us about material changes to your business while you have this insurance could mean claims might not be covered or the amount paid might be reduced.

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## **Policy length**

Your policy length and type is noted on your schedule. If you see the words 'continuing cover', it means your policy renews automatically every 12 months without you having to do anything (assuming no material changes to your business).

If your schedule doesn't say 'continuing cover', you have an annual policy. This means your cover stops after 12 months and you have to renew it. We'll be in touch before your renewal date to remind you, check your details and – if you're happy to renew – take payment.

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## **The insurer**

Your policy is underwritten by Hiscox Underwriting Limited on behalf of Hiscox Insurance Company Limited.

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## **Retroactive dates**

Work started or completed before your policy's start date isn't covered unless you've given us a retroactive date. Effectively, this backdates your cover to a time before your insurance starts.

Note that you're only ever covered up to that point. Claims arising from work you did before your retroactive date aren't covered.

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## **Claims made cover**

Applies to all insurance except: public liability insurance, employers' liability insurance.

With this type of policy, cover must be in place when a claim is notified. You cannot make a claim if the policy has lapsed or been cancelled - even if the incident that gives rise to the claim occurred whilst the policy was in force.

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## **Claims occurring cover**

Applies to: public liability insurance, employers' liability insurance.

This policy will only respond to claims arising from incidents and accidents that occur within the policy period.

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## **Cancellations**

If you change your mind about having this insurance, cancel within 14 days of buying it and you'll get a full refund.

If you don't cancel within 14 days, we ask for 30 days' notice instead. You'll get a pro rata refund.

If we or the insurer cancels your policy, you'll get the same 30 days' notice and any surplus premium refunded. However, 30 days' notice doesn't apply if the policy's cancelled due to a non-paid Direct Debit – in those cases the policy's cancellation date will be the last payment date.

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## **Dealing with claims - your part**

When it comes to claims, speed is everything. You should get in touch as soon as you're aware of any incident or event that

could lead to a claim. This includes a mistake or shortcoming in your work, a client criticising your work (even if you don't agree), or a client withholding payment because they're not happy with your work.

It pays to get us and your insurer involved as quickly as possible. Not just because we and your insurer know what to do, but also because it's a condition of your cover. 'Late notification' is a common reason for insurers not paying claims.

In any circumstances, without your insurer's prior written agreement, you mustn't:

- Admit liability
- Offer a settlement or course of action to resolve the situation
- Enter negotiations with the aggrieved party
- Appoint a solicitor or other specialist

Failure to comply with these conditions means your insurer can and probably will refuse to pay all or part of your claim.

### **Dealing with claims - our part**

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You buy insurance so you have financial, legal and moral support if something goes wrong. For those reasons, we've made dealing with claims our priority.

In order that you get the cover you've paid for, we have various processes, measurements and safeguards in place to make sure your claim is top of the to-do list. We commit to keeping you informed every step of the way, and to fight your corner if needs be. We always act for you, not the insurer.

### **Complaints**

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We'll do our best to resolve your complaint as quickly as possible. In some cases we may need to involve your insurer and we'll let you know if that happens.

If you don't agree with our decision, we'll put you in touch with the Financial Ombudsman Service (FOS). The FOS is an independent organisation that settles disputes between consumers and financial services companies.

## Medical malpractice insurance (aesthetics)

Your policy wording: 16177-WD-AEST-UK-MM(4)

### What are you covered for?

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Medical malpractice insurance covers you for compensation you have to pay to your patients for bodily or mental injury or death as a result of a negligent act, error or omission by you, including in the course of a Samaritan act. Hiscox will pay for claims which are made against you during the period of insurance, up to the limit shown in the schedule. Hiscox will also pay your legal defence costs incurred with their agreement for covered claims, including representation at a coroner's inquest arising out of the death of any of your patients.

Your policy will pay for claims against you for:

- Malpractice, negligence or breach of a duty of care.
- Dishonesty of your directors, partners, employees, sub-contractors and outsourcers.
- Breach of confidence or misuse of any confidential information.
- Any business document of yours being lost, damaged or destroyed, other than electronic data.
- Any other civil liability: this means that if a civil claim is brought against you because of your business activities and it isn't specifically excluded it, it's covered.

Hiscox will also reimburse you for fees that your patient refuses to pay, as long as they believe this is likely to prevent a future claim against you for a greater amount.

### What's not covered?

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Your policy will not pay for any claims or losses arising from:

- Any injectable or filler treatment, unless photographs are taken of the client prior to treatment and a certified first aider is present during and immediately after treatment.
- Any laser light treatment, unless a patch test is undertaken at least 24 hours prior to the treatment.
- Physical or mental abuse, invasion of privacy, mistreatment, maltreatment or any act of a sexual nature.
- Death or bodily or mental injury which was not caused by your malpractice.
- Any kind of discrimination, harassment or unfair treatment.
- Your manufacture, installation or maintenance of any product, unless the product is supplied, sold or applied by you in the course of your business activity. This does not apply to any product you have manufactured.
- The specific communicable diseases listed in the policy wording, other than where the schedule shows a limit for coronavirus (COVID-19) cover.
- Any communicable disease which leads to the imposition of a quarantine or restriction in movement of people or animals, or the issue of a travel warning.
- Any cyber attack, hacker or social engineering communication.

It's a requirement of this policy, that you must at all times:

- Keep descriptive records of all professional services and procedures for the appropriate length of time from the date of treatment.
- Ensure that all new and existing employees and sub-contractors have been checked and cleared by the Disclosure Barring Service and have the appropriate qualifications and experience.
- Ensure that anyone performing a business activity was suitably qualified to do so at the time and retain written evidence of these checks.
- Ensure that all Registered Medical Practitioners maintain registration with the relevant council.

Please read the policy for details of its terms in full.

### How much are you covered for?

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The level of cover will be on an aggregate basis. This means that the level of cover applies to the total of all claims made against you during the period of insurance. The legal costs of defending a claim against you, are included within the level of cover you select.

### How much excess do you have to pay?

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You'll pay £1,500 towards any claims or defence costs.

### Geographical cover and jurisdiction

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You're covered to work anywhere in the United Kingdom, Isle of Man or Channel Islands. Claims made against you that aren't under the laws of the United Kingdom, Isle of Man or Channel Islands are not covered.

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16177-WD-AEST-UK-MM(4)

## Public and products liability insurance

Your policy wording: 16166-WD-PROF-UK-PPL(2)

### What are you covered for?

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Public and products liability insurance covers you when you have to pay compensation to any third-party for accidental injury to them or damage to their property as a result of your business.

Your policy will pay:

- For defence costs incurred for covered claims (subject to your insurer's agreement).
- Criminal defence costs relating to any regulation or statute which applies to your business, for example prosecution under any health and safety legislation, in relation to a covered claim.
- The costs of replacing locks, keys and electronic pass cards if you lose any key or pass card to a third-party's premises.
- The sums you have to pay as compensation for failing to secure a third-party's premises where you have been carrying out your business, provided that you have reasonably secured the premises as required.
- The sums you have to pay as compensation if any of your employees uses a third party's telephone system without their authority.
- The sums you have to pay as compensation under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975.

### What's not covered?

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Your policy will not pay claims arising from:

- Abuse or molestation, unless this cover is specifically shown as being covered in your policy schedule.
- Death or bodily or mental injury or disease of any employee or volunteer of yours.
- The ownership, possession or use of any watercraft, hovercraft, aircraft, drone or mechanically propelled vehicle.
- Any cyber attack, hacker or unintentional error affecting any computer or digital technology, including any fear or threat of such an incident or any action taken in controlling, preventing, suppressing or responding to such an incident.
- Any designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice given by you.
- The recall, removal, repair, reconditioning or replacement of any goods you have supplied.
- The failure of any product, service, process or system provided by you to perform its intended function.
- The actions of any person supplied by you to a client under contract.
- Any actual or alleged breach of any data protection legislation or regulation.

Please read the policy for details of its terms in full.

### How much are you covered for?

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The level of cover you select is the maximum the policy will pay out for any one claim. This means you could make more than one claim up to the maximum you're covered for. In addition, you're also covered for the legal costs of defending a claim against you as well as any criminal proceedings costs, up to the level of cover you select.

### How much excess do you have to pay?

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You'll pay £250 towards claims for property damage only.

### Geographical cover and jurisdiction

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Check your policy schedule to see the geographical limits that apply to your policy. Check your policy schedule to see the jurisdictional limits that apply to your policy.

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16166-WD-PROF-UK-PPL(2)

## Legal protection insurance

Your policy wording: 16375-WD-PROF-UK-LST(1)

### What are you covered for?

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Legal protection insurance covers you for legal costs, including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. It will also pay the costs of appealing or defending an appeal.

Your policy covers:

- Employment disputes: defending your legal rights in respect of any dispute with an employee or ex-employee relating to their contract of employment or to recover possession of your premises from them.
- Compensation awards: basic and compensatory awards arising from an alleged breach of an employee's or ex-employee's statutory rights under employment legislation.
- Legal defence: defending your legal rights in respect of any non-motor criminal prosecutions and some specific civil actions, such as breach of the Data Protection Act 1998 and unlawful discrimination.
- Property protection: pursuing your legal rights in a civil action following an event causing physical damage to material property which you own or are responsible for, or any nuisance or trespass.
- Bodily injury: at your request, pursuing your employees' and their family members' legal rights following their death or bodily injury.
- Tax protection: negotiating on your behalf and representing you in any appeal proceedings arising out of an Income Tax or Corporation Tax compliance check by or a dispute with HM Revenue or Customs.
- Contract disputes: negotiating for your legal rights in a contractual dispute over any agreement entered into by you for the purchase or provision of goods or services, where the disputed amount exceeds £250.
- Debt recovery: negotiating for your legal rights to recover money and interest due from the sale or provision of goods or services, where the debt exceeds £250.

### What's not covered?

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Your policy will not cover:

- Any civil claim unless it is more likely than not that the insured person will recover damages or make a successful defence.
- Any claim reported to DAS more than 180 days after the date that the relevant insured person should have known about the insured incident.
- Any costs or expenses incurred before DAS have agreed to accept the claim.
- Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- Any claim where the insured person is not represented by a law firm, barrister or tax expert.
- Any claim relating to written or verbal remarks that damage the insured person's reputation.
- Employment disputes in respect of damages for personal injury or loss of or damage to property.
- Any claim relating to import or excise duties or any tax avoidance scheme.
- Any contract dispute or debt recovery relating to the amount of an insurance claim or any loan, mortgage, pension or other financial product.
- Any contract dispute arising from a breach or alleged breach of professional duty by an insured person.

The policy will also not cover claims unless you tell DAS if you receive an offer of settlement in respect of a claim or if you make an offer without their written consent. DAS may reduce any payment by an amount equal to the detriment it has suffered if you do not take reasonable steps to keep any amount DAS have to pay as low as possible.

Please read the policy for details of its terms in full.

### How much are you covered for?

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You're covered for fees and awards up to the level you've selected. If multiple claims originating from the same cause arise, then the level you've selected will be the total amount payable for all those claims combined.

### How much excess do you have to pay?

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No excess applies, except you will be required to pay the first £200 of claims arising from an examination by the Inland Revenue which considers one or more specific aspects of the policyholder's self assessment and/or corporation tax return.

### Geographical cover and jurisdiction

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Cover applies to the countries as noted on your policy schedule.

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## **Hiscox Business Insurance Cover included summary**

Below is a list of the full range of Hiscox business insurance that we can offer you, those covers you already have are highlighted. If you're interested in any of the covers you don't currently have, please call us on 0345 222 5360 for a quote.

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### **Treatment and professional liability insurance** - *included in your policy*

Treatment and professional liability insurance covers you for compensation you have to pay to patients who are injured whilst undergoing your treatments.

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### **Cyber liability insurance** - *not included in your policy*

Cyber liability insurance covers your own losses arising from cyber or data incidents as well as claims made against you arising from your cyber or data liability.

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### **Management liability insurance** - *not included in your policy*

Management liability insurance protects the owners, directors and managers of your business against the risks associated with the decisions and actions they take while running it.

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### **Public and products liability insurance** - *included in your policy*

Public and products liability insurance protects you against claims made by third parties for injuries or property damage.

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### **Employers' liability insurance** - *not included in your policy*

Employers' liability insurance protects you against claims made by your employees for illnesses and injuries they suffer at work. It's a legal requirement for any UK company with employees.

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### **Property - contents insurance** - *not included in your policy*

Contents insurance protects you when the business equipment at your insured premises are lost, damaged or stolen.

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### **Property - portable equipment insurance** - *not included in your policy*

Portable equipment insurance protects you when your business equipment is accidentally lost, damaged or stolen while away from your insured premises.

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### **Property - equipment breakdown insurance** - *not included in your policy*

Equipment breakdown insurance protects you when the business equipment at your insured premises suffers a breakdown.

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### **Property - buildings insurance** - *not included in your policy*

Buildings insurance covers the cost of rebuilding or repairing your office if it's damaged.

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### **Property - business interruption insurance** - *not included in your policy*

Business interruption insurance protects you when you are unable to carry out some or all of your activities due to an unforeseen interruption, which results in a financial loss to you.

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### **Legal protection insurance** - *included in your policy*

Legal protection insurance covers the cost of defending your company's legal rights in cases of commercial complaints and disputes. Areas covered include tax, property and employment issues.

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### **Personal accident insurance** - *not included in your policy*

Personal accident insurance provides a lump sum to help keep your business going if you or an employee are physically injured and can no longer work. It covers the costs of drafting in extra pairs of hands, as well as the costs of retraining people.

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### **HR Solutions** - *not included in your policy*

HR Solutions is a service offering employment-related advice and support, as well as useful templates and guides.



## 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**.

**Ben Horton**  
CUO, Hiscox Underwriting Ltd

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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).

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## General terms and conditions

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#### 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

- The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
- exposure to asbestos, asbestos fibres or materials containing asbestos; or
- 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.

<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(s)</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>	<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"> <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.

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<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	<ol style="list-style-type: none"> <li>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.</li> </ol>
If you fail to make a fair presentation	<ol style="list-style-type: none"> <li>2. <ol style="list-style-type: none"> <li>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.</li> </ol> </li> </ol>

	<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	<p>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.</p>
If you fail to notify us of a change of circumstances	<p>4. 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	<p>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.</p>
Premium payment	<p>6. <b>We</b> will not make any payment under this <b>policy</b> until <b>you</b> have paid the premium.</p>
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</p>

have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

Multiple insureds	<p>8. The most <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>

## General claims conditions

The following claims conditions apply to the whole of this **policy**. **You** must also comply with the conditions shown in each section of the **policy** under the heading **Your obligations**.

Your obligations	<p>1. <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> <ol style="list-style-type: none"> <li><b>we</b> shall be entitled to give <b>you</b> notice of termination of the <b>policy</b> with effect from</li> </ol>

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.

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

### Special definitions for this section

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

### What is covered

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

### What is not covered

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

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

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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**.

---

**Your obligations**

If a crisis arises during working hours

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

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

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

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

**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**.



## Medical malpractice (aesthetics)

### 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>Business activity</b>	The activities stated in the schedule, or proposal form, or in material representations agreed by <b>us</b> , which <b>you</b> perform in the course of <b>your business</b> .
<b>Client</b>	Any person or entity with whom <b>you</b> have engaged or contracted to provide services or deliverables that expressly fall within <b>your business activity</b> .
<b>Communicable disease</b>	Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.
<b>Computer or digital technology</b>	Any <b>programs</b> , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
<b>Computer or digital technology error</b>	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none"> <li>creation, handling, entry, modification or maintenance of; or</li> <li>on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,</li> </ol> any <b>computer or digital technology</b> .
<b>Cyber attack</b>	Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to: <ol style="list-style-type: none"> <li>gain access to;</li> <li>extract information from;</li> <li>disrupt access to or the operation of; or</li> <li>cause damage to:</li> </ol> any data or <b>computer or digital technology</b> , including but not limited to any: <ol style="list-style-type: none"> <li><b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li> <li>denial of service attack or distributed denial of service attack.</li> </ol>
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> , including representation at a coroner's inquest arising out of the death of any patient of <b>yours</b> .
<b>Hacker</b>	Anyone, including an employee of <b>yours</b> , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"> <li><b>computer or digital technology</b>; or</li> <li>data held electronically by <b>you</b> or on <b>your</b> behalf.</li> </ol>
<b>Malpractice</b>	Any bodily injury, mental injury, illness, disease or death of any patient caused by any negligent act, error or omission committed by <b>you</b> :

- a. in the performance of a **business activity**; or
- b. in the course of a **Samaritan act**.

<b>Personal data</b>	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
<b>Retroactive date</b>	The date stated as the retroactive date in the schedule.
<b>Samaritan act</b>	Treatment administered by <b>you</b> at the scene of a medical emergency, accident or disaster at which <b>you</b> are present either by chance or in response to a S.O.S. call following a disaster.
<b>Social engineering communication</b>	Any request directed to <b>you</b> or someone on <b>your</b> 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.
<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, senior manager or officer in actual control of <b>your</b> operations, employee, member of the ethics committee or volunteer performing activities in the course of <b>your business</b> .

## What is covered

Claims against you	<p>If during the <b>period of insurance</b>, and as a result of <b>your business activity</b> for a <b>client</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b> for <b>clients</b>, any party brings a claim against <b>you</b> for:</p> <ul style="list-style-type: none"> <li>a. <b>malpractice</b>;</li> <li>b. negligence or breach of a duty of care;</li> <li>c. dishonesty of any individual falling within the definition of <b>you</b> or any self-employed freelancers, sub-contractors or outsourcers directly contracted to <b>you</b> and under <b>your</b> supervision;</li> <li>d. breach of confidence or breach of privacy ;</li> <li>e. defamation; or</li> <li>f. any other civil liability unless excluded under <b>What is not covered</b> below,</li> </ul> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Avoiding a potential claim against you	<p>If:</p> <ul style="list-style-type: none"> <li>a. <b>your client</b> has reasonable grounds for being dissatisfied with the work <b>you</b> have done or which has been done on <b>your</b> behalf and refuses to pay for any or all of it, including amounts <b>you</b> legally owe to self-employed freelancers, sub-contractors or outsourcers at the date of the refusal;</li> <li>b. <b>your client</b> threatens to bring a claim against <b>you</b> for more than the amount owed and <b>we</b> are satisfied that the threatened claim has reasonable prospects of success; and <b>we</b> believe that it may be possible to settle the dispute with the <b>client</b> by <b>your</b> agreeing not to press for the disputed amount,</li> </ul> <p><b>we</b> may, in <b>our</b> discretion, pay <b>you</b> the amount owed to <b>you</b> over and above the <b>excess</b>. If <b>we</b> do, <b>you</b> must agree not to press your <b>client</b> for the disputed amount.</p> <p>Alternatively, if it is not possible to reach agreement with the <b>client</b> on this basis but <b>we</b> still believe that by not pressing for the disputed amount <b>you</b> will avoid a legitimate claim or counterclaim for a greater amount, <b>we</b> may pay the amount owed to <b>you</b> at that time, over and above the <b>excess</b>.</p> <p>If a claim is still brought, <b>we</b> will deal with it but <b>our</b> total payment, including what <b>we</b> have already paid <b>you</b> or on <b>your</b> behalf, will not exceed the applicable limit of indemnity stated in the schedule. <b>You</b> must return the amount <b>we</b> have paid if <b>you</b> eventually recover the debt, less</p>

**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

### 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.

## What is not covered

### Matters specific to your business

- A. **We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
1. **abuse or molestation.**
  2. the performance of any of **your business activities** by any individual other than specified authorised persons, if **your** schedule specifies that such **business activities** can only be performed by specified authorised persons.
  3. **your** 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 **your** breach of any legislation or regulation related to these activities.
  4. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
  5. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
  6. 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; or
    - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.d. above.
  7. **your** liability under any contract which is greater than the liability **you** would have at law without the contract, unless **our** prior written agreement has been obtained.
  8. activities carried out in the name of a consortium, joint venture or profit-sharing scheme in which **you** are a party, unless our **prior** written agreement has been obtained.

### Injectable treatment

9. any injectable or filler treatments unless:
  - a. photographs or digital images are taken of the **client** capturing the treatment area of their body prior to treatment. These photographs and digital images must be retained by **you** for at least two years after the date of treatment; and
  - b. the person administering holds a valid first aid certification; or
  - c. a certified first aider is present during and immediately after treatment.

### Laser and intense pulsed light

10. any laser or intense pulsed light treatment, unless a skin patch test is undertaken at least 24 hours prior to:
  - a. the **client's** first treatment;
  - b. treatment on a new part of the **client's** body;
  - c. treatment where six months has passed since the **client's** last treatments; or
  - d. treatment where the laser or intense pulsed light equipment has been maintained, fixed or any part of it replaced since the **client's** last treatment.

	<p>11. any treatment where the manufacturer of the machine being used explicitly states within their instructions of use that a skin patch test should be performed.</p> <p>12. any laser or intense pulsed light treatment performed on any skin type on the Fitzpatrick scale, unless <b>we</b> have confirmed in writing that <b>we</b> have accepted that <b>you</b> treat that skin type as part of <b>your business activity</b>.</p> <p>13. the administration of any Lignocaine, Lidocaine or Xylocaine drug as part of any treatment unless:</p> <ol style="list-style-type: none"> <li>the person administering the drug holds a valid first aid certificate; or</li> <li>a certified first aider is present during the treatment.</li> </ol>
Matters insurable elsewhere	<p>14. any bodily injury, mental injury, illness, disease or death suffered by anyone, other than <b>malpractice</b>.</p> <p>15. anyone's employment with or work for <b>you</b>, or any breach of an obligation owed by <b>you</b> as an employer or any kind of discrimination, harassment or unfair treatment.</p> <p>16. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.</p> <p>17. the loss, damage or destruction of any tangible property. However this exclusion does not apply to any <b>loss</b> directly arising from any tangible 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.</p> <p>18. or contributed to by, resulting from or in connection with any <b>computer or digital technology error</b>.</p> <p>19. any personal liability incurred by any individual falling within the definition of <b>you</b> when acting in that capacity or managing <b>your</b> business, or <b>your</b> breach of any fiduciary duty, other than when performing a <b>business activity</b> for a <b>client</b>, or any statement, representation or information concerning <b>you</b> or <b>your</b> business contained in <b>your</b> accounts, reports or financial statements.</p> <p>20. <b>your</b> supply, manufacture, sale, installation or maintenance of any product. However, this does not apply to any claim arising directly from the supply, sale or application of a product by <b>you</b> to a <b>client</b> in the course of <b>your business activity</b>, provided that the product was not manufactured by <b>you</b>.</p>
Deliberate, reckless or dishonest acts	<p>21. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in <b>What is covered</b>. Claims against you, but <b>we</b> will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.</p> <p>22. the performance of any <b>business activity</b> by <b>you</b> while <b>you</b> are under the influence of intoxicants or narcotics.</p>
Pre-existing problems	<p>23. anything, including any actual or alleged shortcoming in <b>your</b> work, likely to lead to a <b>claim</b> against <b>you</b>, or <b>your</b> own loss, which <b>you</b> knew or ought reasonably to have known about, before <b>we</b> agreed to insure <b>you</b>.</p>
Asbestos	<p>24. <b>asbestos risks</b>.</p>
Terrorism, war or nuclear risks	<p>25. or contributed to by, resulting from or in connection with any of the following:</p> <ol style="list-style-type: none"> <li><b>terrorism</b>;</li> <li><b>war</b>;</li> <li><b>nuclear risks</b>; or</li> <li>fear or threat of 25.a. to 25.c above; or</li> <li>any action taken in controlling preventing, suppressing, responding or in any way relating to 25.a. to 25.d. above.</li> </ol> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of 25.a. above, it will be for <b>you</b> to show that the exclusion does not apply.</p>
Communicable disease	<p>26. or contributed to by, resulting from or in connection with any of the following:</p> <ol style="list-style-type: none"> <li>influenza A (H5N1) (also known as 'avian flu' or 'bird flu');</li> <li>influenza A (H1N1) (also known as 'swine flu');</li> </ol>

- c. coronavirus disease (COVID-19);
- d. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- e. any variation, strain, virus, complex or syndrome that is related to anything in a. to d. above;
- f. any fear or threat of a. to e. above; or
- g. any action taken in controlling, preventing, suppressing or in any way relating to or responding to a. to f. above.

However, exclusion 26c. does not apply to any special limit stated in the schedule for claims arising from coronavirus disease (COVID-19) or any related variation, strain, complex or syndrome.

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

- a. **communicable disease**;
- b. fear or threat of any **communicable disease**; or
- c. action taken to control, prevent, suppress or in any way relating to or responding to any such **communicable disease**,

which has led to any:

- i. full or partial imposition of quarantine or restriction in the movement of people or animals, including any shelter in place or stay at home order or instruction; or
- ii. travel advisory, warning or restriction,

being issued or imposed by any local, regional, national or international government, body, state, authority, agency or any other competent body, authority or official.

However, this exclusion does not apply to any special limit stated in the schedule for claims arising from coronavirus disease (COVID-19) or any related variation, strain, complex or syndrome.

Infrastructure failure

28. 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.

Claims brought by a related party

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

- 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, unless **our** prior written agreement has been obtained to that contract.

Consequential loss

- 3. **your** lost profit, mark-up or liability for VAT or its equivalent.
- 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, aggravated, punitive or exemplary damages or 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 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.

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

The most **we** will pay for the total of all claims, losses and **defence costs** is the single limit of indemnity stated in the schedule, irrespective of the number of claims. **You** must pay any relevant **excess** stated in the schedule.

### Special limits

Coronavirus (COVID-19)	For any claim or part of a claim due to, contributed to by, resulting from or in connection with coronavirus (COVID-19) or any related variation, strain, complex or syndrome, the most <b>we</b> will pay is the amount stated in the schedule for the total of all such claims, including <b>defence costs</b> .
Personal data claims	The most <b>we</b> will pay for the total of all claims or parts of claims against <b>you</b> by a <b>client</b> including <b>defence costs</b> , which arise directly from <b>your</b> performance of a <b>business activity</b> for that <b>client</b> relating to <b>personal data</b> 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.  <b>You</b> must pay the relevant <b>excess</b> stated in the schedule.
Loss of documents	For <b>your</b> own losses arising from a loss of <b>your</b> documents the most <b>we</b> will pay to restore or replace any lost, damaged or destroyed document is the amount stated in the schedule for the total of all such losses.
Paying out the limit of indemnity	At any stage of a claim <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 claim or its <b>defence costs</b> .

## 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> promptly of the following within the <b>period of insurance</b> or at the latest within 14 days after it expires for any problem <b>you</b> first become aware of in the seven days before expiry: <ol style="list-style-type: none"> <li>a. <b>your</b> first awareness of anything, including any actual or alleged shortcoming in <b>your</b> work for a <b>client</b> which is likely to lead to a claim against <b>you</b>. This includes any criticism of <b>your</b> work even though regarded by <b>you</b> as unjustifiable.  If <b>we</b> accept <b>your</b> notification <b>we</b> will regard any subsequent claim as notified to this insurance;</li> <li>b. any claim or threatened claim against <b>you</b>;</li> <li>c. the receipt of notice from any person of an intention to hold <b>you</b> responsible for any <b>malpractice</b>, dishonesty, or other act, error or omission;</li> <li>d. <b>your</b> discovery, or the existence of reasonable grounds for <b>your</b> suspicion, that any individual falling within the definition of <b>you</b>, or any self-employed freelancer, sub-contractor or outsourcer has acted dishonestly;</li> <li>e. every letter, claim, writ, summons or process against <b>you</b> for actual or alleged <b>malpractice</b>.</li> </ol> </li> <li>2. When dealing with <b>your client</b> 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> <li>3. <b>You</b> must at all times:</li> </ol>
Record keeping	<ol style="list-style-type: none"> <li>a. <ol style="list-style-type: none"> <li>i. maintain accurate descriptive records of all professional services and equipment used in procedures which shall be available for inspection and use by <b>us</b> or <b>our</b> duly appointed representatives; and</li> <li>ii. retain the records referred to in 3.a. i. above for a period of at least five years from the date of treatment and, in the case of a minor, for a period of at least five years after that minor attains majority;</li> </ol> </li> </ol>
Qualification checks	<ol style="list-style-type: none"> <li>b. <ol style="list-style-type: none"> <li>i. take reasonable steps to ensure that anyone performing a <b>business activity</b> was suitably qualified to do so at the time of its performance; and</li> </ol> </li> </ol>



	<ul style="list-style-type: none"> <li>ii. ensure that <b>you</b> have retained written evidence of these checks and can provide at <b>our</b> request copies of the relevant qualification certificates;</li> </ul>
Registration requirements	<ul style="list-style-type: none"> <li>c. ensure that all Registered Medical Practitioners performing a <b>business activity</b> maintain registration with the General Medical Council or Irish Medical Council;</li> <li>d. ensure that, where relevant, all other individuals performing a <b>business activity</b> maintain registration with their relevant council, governing body or other legally empowered body;</li> </ul>
Products	<ul style="list-style-type: none"> <li>e. take reasonable steps to ensure that in respect of any third-party manufactured products <b>you</b> have supplied, sold or applied as part of <b>your business activities</b>: <ul style="list-style-type: none"> <li>i. such products complied with all relevant health and safety regulations and standards in the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar; and</li> <li>ii. such products were supplied with any instructions which were necessary for the product's safe use;</li> <li>iii. such products were fit and proper for their supplied purpose;</li> <li>iv. such products were entirely made within the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar or <b>you</b> have sourced the product from a supplier with the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar and <b>you</b> have a written contract or proof of sale for the product; and</li> <li>v. the supplier <b>you</b> use is reputable, solvent and has appropriate insurance in place.</li> </ul> </li> </ul>

**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 claim or loss occurring in the circumstances in which it occurred.

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## Control of defence

Defence arrangements	<p><b>We</b> have the right, but not the obligation, to take control of and conduct in <b>your</b> name the investigation, settlement or defence of any or any part of a claim.</p> <p><b>You</b> must give <b>us</b> the information and co-operation which <b>we</b> may reasonably require and take all reasonable steps to defend any claim. <b>You</b> should not do anything which may prejudice <b>our</b> position.</p>
Appointment of legal representation	<p><b>We</b> have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of <b>our</b> choosing to deal with the <b>claim</b>.</p>
Partially covered claims	<p><b>We</b> will not pay any part of a <b>claim</b> and its associated costs which is not covered by this section. If a <b>claim</b> is made which is not wholly covered by this section or is brought against <b>you</b> and any other party who is not covered under this section, then at the outset of the <b>claim</b>, <b>we</b> and <b>you</b> agree to use best efforts to determine a fair allocation of covered and non-covered parts of any <b>claim</b> or associated costs, including <b>defence costs</b> on the basis of the relative legal and financial exposures.</p>
Advancement of defence costs	<p><b>We</b> will pay <b>defence costs</b> covered by this section on an ongoing basis prior to the final resolution of any claim. However, <b>we</b> will not pay any <b>defence costs</b> in connection with any claim or part of a claim which is not covered under this section. <b>You</b> must reimburse <b>us</b> for any <b>defence costs</b> paid where it is determined there is no entitlement under this section.</p>
Payment of full limit of indemnity	<p><b>We</b> have no further duty to indemnify <b>you</b> against any claim where <b>we</b> pay <b>you</b> the applicable limit of indemnity as described in <b>How much we will pay</b>, Paying out the limit of indemnity.</p>
Payment of excess	<p><b>Our</b> duty to make any payment under this section arises only after the applicable <b>excess</b> is fully paid. The <b>excess</b> will only be eroded by the covered parts of a claim.</p>
Disputes	<p>For the purposes of <b>Control of defence</b> in this section of the <b>policy</b>, <b>General condition 14</b>,</p>



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 & 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

<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 or digital technology</b>	Any <b>programs</b> , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
<b>Computer or digital technology error</b>	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none"> <li>creation, handling, entry, modification or maintenance of; or</li> <li>on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of;</li> </ol> any <b>computer or digital technology</b> .
<b>Cyber attack</b>	Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to: <ol style="list-style-type: none"> <li>gain access to;</li> <li>extract information from;</li> <li>disrupt access to or the operation of; or</li> <li>cause damage to:</li> </ol> any data or <b>computer or digital technology</b> , including but not limited to any: <ol style="list-style-type: none"> <li><b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li> <li>denial of service attack or distributed denial of service attack.</li> </ol>
<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: <ol style="list-style-type: none"> <li>employed by <b>you</b> under a contract of service or apprenticeship;</li> <li>hired to or borrowed by <b>you</b>;</li> <li>under <b>your</b> control or supervision and is self-employed or working on a labour-only basis;</li> <li>engaged by labour-only sub-contractors;</li> <li>a labour master or a person supplied by him;</li> <li>engaged under a work experience or training scheme;</li> </ol>

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:

1. **computer or digital technology**; or
2. 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.

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## What is covered

### Claims against you

If, as a result of **your business**, any party brings a claim against **you** for:

- a. **bodily injury**, other than **abuse or molestation**, or **property damage** occurring during the **period of insurance**;
- b. **personal injury** or **denial of access** committed during the **period of insurance**,

**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:

	<ul style="list-style-type: none"> <li>a. arises out of:           <ul style="list-style-type: none"> <li>i. any loss of a third-party's key or electronic pass card;</li> <li>ii. any failure to secure a third-party's premises;</li> <li>iii. the ownership or occupation of land or buildings; or</li> </ul> </li> <li>b. is covered by any other insurance.</li> </ul>
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against any:</p> <ul style="list-style-type: none"> <li>a. party individually stated in the Public and products liability section of the schedule under Named third parties; or</li> <li>b. other party with whom <b>you</b> have entered into a contract or agreement in connection with <b>your business</b>;</li> </ul> <p>and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if it had been made against <b>you</b> and make the same payment to such party that <b>we</b> would have made to <b>you</b>, provided that they:</p> <ul style="list-style-type: none"> <li>i. have not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li> <li>ii. accept that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li> <li>iii. have not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li> <li>iv. give <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li> </ul>
Cross liabilities	<p>If more than one insured is named in the schedule, <b>we</b> will deal with any claim as though a separate policy had been issued to each of them provided that <b>our</b> liability in the aggregate shall not exceed the applicable limit of indemnity stated in the schedule.</p>
Criminal proceedings costs	<p>If, during the <b>period of insurance</b>, any governmental, administrative or regulatory body brings any criminal or regulatory action or proceedings against <b>you</b> or any <b>employee</b> directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action or proceedings. However, <b>we</b> will only pay the costs incurred to defend any allegations of <b>abuse or molestation</b> covered under this section up to the date of any judgment or other final adjudication against the <b>employee</b> or an admission by the <b>employee</b> that an act of <b>abuse or molestation</b> did occur.</p>
Loss of third-party keys	<p>If, during the <b>period of insurance</b> and as a result of <b>your business</b>, <b>you</b> lose any key or electronic pass card belonging to a third party for which <b>you</b> are legally responsible, and that party brings claim against <b>you</b>, <b>we</b> will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards.</p>
Failure to secure third-party premises	<p>If, during the <b>period of insurance</b>, <b>you</b> fail to secure the premises of a third party where <b>you</b> have been carrying out <b>your business</b>, 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>you</b> have taken reasonable steps to secure the premises as required by that third-party.</p>
Unauthorised use of third-party telephones by your employees	<p>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.</p>
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> <ul style="list-style-type: none"> <li>a. liability where <b>you</b> are entitled to cover under any other insurance;</li> </ul>

- 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

Property for which you are responsible

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

1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
  - a. 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:

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

Injury to employees

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

Pollution

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

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

6. designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by **you**.

Treatment or care

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	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 and Linked Travel Arrangements Regulations 2018;</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>
Inefficacy	11. <b>inefficacy</b> .
Deliberate or reckless acts	12. 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	13. the actions of any person supplied by <b>you</b> to a client under contract.
Contracts	14. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Terrorism, war or nuclear	15. contributed to by, resulting from or in connection with any: <ol style="list-style-type: none"> <li><b>terrorism</b>;</li> <li><b>war</b>;</li> <li><b>nuclear risks</b>;</li> <li>any fear or threat of 15.a. to 15.c. above; or</li> <li>any action taken in controlling, preventing, suppressing, responding or in any way relating to 15.a. to 15.d. above.</li> </ol> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of 15.a. above, it will be for 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 <b>personal data</b> .
Asbestos	17. <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. <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	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> </ol>

- b. for **bodily injury** or **property damage**, arising from any **products**, occurring in any country outside the **geographical limits**.

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](mailto:liability.claims@hiscox.com); or

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

2. When dealing with **your** 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.

Correcting problems

3. **You** must take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to 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.

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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 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, or if the overall limit of indemnity stated in the schedule has been exhausted.

Payment of excess

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

Disputes

For the purposes of **control of defence** in this section of the **policy**, **General condition 14**, Arbitration, within the **General terms and conditions** is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a **claim** or as to the fair allocation of any partially covered **claim** and its associated costs, will be referred to a single 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**.



DAS Legal Expenses Insurance Company Limited (**DAS**) is the underwriter and provides the legal protection insurance under your **policy**. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm or tax consultancy** on behalf of **DAS**.

DAS head and registered office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England.

Registered in England and Wales, number 103274.

Website: [www.das.co.uk](http://www.das.co.uk).

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

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL, England.

Registered in England and Wales, number 5417859.

Website: [www.daslaw.co.uk](http://www.daslaw.co.uk).

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

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

It will help if you keep the following points in mind:

#### How can DAS help

To make a claim under this section, please telephone **DAS** on 0117 934 2111. **DAS** will ask you about your legal dispute and, if necessary, will call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, **DAS** will provide you with a claim reference number. At this point, **DAS** will not be able to confirm that you are covered but will pass the information you have given **DAS** to the claims handling teams and explain what to do next.

#### Send your claim to

If you would prefer to report your claim in writing, please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively you can email your claim to DAS at [newclaims@das.co.uk](mailto:newclaims@das.co.uk).

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

#### When DAS cannot help

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If you do, **DAS** will not pay the costs involved.

#### Cover

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

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

- the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**;
- any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- reasonable prospects** exist for the duration of the claim.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **DAS** will pay the **costs and expenses** incurred for this.

**DAS** will pay compensation awards that **DAS** have agreed to.

The most **DAS** will pay for all claims resulting from one or more event arising at the same



time or from the same originating cause is the limit stated in the schedule.

### Special definitions for this section

<b>Appointed representative</b>	The <b>preferred law firm or tax consultancy</b> or other law firm or other suitably qualified person, who has been appointed to act for an <b>insured person</b> in accordance with the terms of this section. The most <b>DAS</b> will pay in <b>costs and expenses</b> is no more than the amount we would have paid to a <b>preferred law firm or tax consultancy</b> . The amount we will pay a law firm or tax consultancy (where acting as an <b>appointed representative</b> ) is currently £100 per hour. This amount may vary from time to time.
<b>Costs and expenses</b>	<ol style="list-style-type: none"> <li>1. All reasonable and necessary costs chargeable by the <b>appointed representative</b> and agreed by <b>DAS</b>.</li> <li>2. The costs incurred by opponents in civil cases if the <b>insured person</b> has been ordered to pay them, or the <b>insured person</b> pays them with <b>DAS'</b> agreement.</li> </ol>
<b>DAS</b>	DAS Legal Expenses Insurance Company Limited.
<b>Date of occurrence</b>	<ol style="list-style-type: none"> <li>1. For civil cases (other than under <b>insured incident – 4 tax protection</b>), the <b>date of occurrence</b> is the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the <b>date of occurrence</b> is the date of the first of these events. (This is the date the event happened, which may be before the date <b>the policyholder</b> or an <b>insured person</b> first became aware of it.)</li> <li>2. For criminal cases, the <b>date of occurrence</b> is when the <b>insured person</b> began or is alleged to have begun to break the law.</li> <li>3. For <b>insured incident - 4 tax protection</b>, the <b>date of occurrence</b> is when HM Revenue and Customs first notifies in writing the intention to make enquiries.  For VAT or <b>employer compliance disputes</b>, the date the dispute arises during the <b>period of insurance</b> following the issue of an assessment, written decision or notice of a civil penalty.</li> <li>4. For <b>insured incident 2 - legal defence</b>, 5 statutory notice appeals, the date when the <b>policyholder</b> is issued with the relevant notice and has the right to appeal.</li> </ol>
<b>Employer compliance dispute</b>	A dispute with HM Revenue & Customers concerning <b>insured person's</b> compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.
<b>Insured person</b>	<b>The policyholder</b> and <b>the policyholder's</b> directors, partners, trustees, committee members, managers, employees and any other individuals declared to us by <b>the policyholder</b> .
<b>Legal nuisance</b>	Any unlawful interference with <b>the policy holder's</b> use or enjoyment of <b>the policy holder's</b> land, or some right over, or in connection with it.
<b>Preferred law firm or tax consultancy</b>	A law firm, barristers' chambers or tax expert <b>DAS</b> choose to provide legal or other or tax consultancy services. These specialists are chosen as they have the proven expertise to deal with the <b>insured person's</b> claim and must comply with <b>DAS</b> agreed service standard levels, which we audit regularly.
<b>Reasonable prospects</b>	<ol style="list-style-type: none"> <li>1. For civil cases, the prospects that the <b>insured person</b> will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that <b>DAS</b> have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. <b>DAS</b>, or a <b>preferred law firm or tax consultancy</b> on <b>DAS'</b> behalf, will assess whether there are reasonable prospects.</li> <li>2. For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.</li> </ol>

<b>Tax enquiry</b>	<p>A written notice of enquiry, issued by HM Revenue &amp; Customs, to carry out an Income Tax or Corporation Tax compliance check which either:</p> <ol style="list-style-type: none"> <li>includes a request to examine any aspect of the <b>insured person's</b> books and records; or</li> <li>advises of a check of the <b>insured person's</b> whole tax return.</li> </ol>
<b>Territorial limit</b>	<p><b>For insured incidents 2 legal defence (excluding 2.5), and 3 b. bodily injury</b> The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p><b>For all other insured incidents</b> The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>
<b>The policyholder</b>	The <b>insured person</b> named in the policy schedule.
<b>VAT dispute</b>	A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to your VAT affairs.

## Insured incidents DAS will cover

### 1. Employment disputes and compensation awards

a. Employment disputes	<p><b>Costs and expenses</b> to defend <b>the policyholder's</b> legal rights:</p> <ol style="list-style-type: none"> <li>prior to the issue of legal proceedings in a court or tribunal: <ol style="list-style-type: none"> <li>following the dismissal of an employee; or</li> <li>where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure;</li> </ol> </li> <li>in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or</li> <li>in legal proceedings in respect of any dispute with: <ol style="list-style-type: none"> <li>a contract of employment with <b>the policyholder</b>; or</li> <li>an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.</li> </ol> </li> </ol>
<b>What is not covered</b>	<ol style="list-style-type: none"> <li>Any claim in respect of damages for personal injury or loss of or damage to property.</li> <li>Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005, including any similar or successor legislation.</li> </ol>
b. Compensation awards	<p><b>DAS</b> will pay:</p> <ol style="list-style-type: none"> <li>any basic and compensatory award; and/or</li> <li>an order for compensation following a breach of <b>the policyholder's</b> statutory duties under employment legislation in respect of a claim <b>DAS</b> have accepted under <b>insured incident 1.a</b>,</li> </ol> <p>provided that:</p> <ol style="list-style-type: none"> <li>in cases relating to performance and/or conduct, <b>the policyholder</b> has throughout the employment dispute either: <ol style="list-style-type: none"> <li>followed the ACAS code of disciplinary and grievance procedures as prepared</li> </ol> </li> </ol>

- by the Advisory, Conciliation and Arbitration Service; or
- b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
- c. sought and followed advice from the **DAS** legal advice service.
- 2. for an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
- 3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** Claims Department before starting any redundancy process or procedures with **the policyholder's** employees.
- 4. the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
- 5. the total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

#### What is not covered

- |    |   |
|----|---|
| 1. | Any compensation award relating to the following: <ul style="list-style-type: none"> <li>a. trade union activities, trade union membership or non-membership;</li> <li>b. pregnancy or maternity rights, paternity, parental or adoption rights;</li> <li>c. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; or</li> <li>d. statutory rights in relation to trustees of occupational pension schemes;</li> </ul> |
| 2. | Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.   |
| 3. | Any award ordered because <b>the policyholder</b> has failed to provide relevant records to employees under the National Minimum Wage laws.   |
| 4. | Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.   |
| 5. | A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.   |

#### c. Service occupancy

**Costs and expenses** to pursue a dispute with an employee or ex-employee to recover possession of premises owned by **the policyholder** or for which **the policyholder** is responsible.

#### What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

## 2. Legal defence

At **the policyholder's** request:

1. **costs and expenses** to defend the **insured person's** legal rights:
  - a. prior to the issue of legal proceedings when dealing with the:
    - i. police; or
    - ii. Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer,

where it is alleged that the **insured person** has or may have committed a criminal offence; or
  - b. following an event which leads to the **insured person** being prosecuted in a

court of criminal jurisdiction,

provided that in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the act applies.

Please note **DAS** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the business shown in the schedule.

#### 2. **costs and expenses:**

- a. to defend the **insured person's** legal rights if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998 provided **the policyholder** was registered with the Information Commissioner at the time of the incident.
- b. to represent the **insured person** in an appeal against the refusal of the Information Commissioner to register **the policyholder's** application for registration.

Please note **DAS** will not cover the costs of fines imposed by the Information Commissioner.

3. **costs and expenses** to defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
4. **costs and expenses** to defend the **insured person's** (other than **the policyholder**) legal rights if:
  - a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination; or
  - b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
5. **costs and expenses** to represent the **insured person** in appealing against the imposition or terms of any statutory notice issued under legislation affecting **the policyholder's** business.
6. **attendance expenses** of an **insured person** for jury service or attend any court or tribunal at the request of the **appointed representative**. The maximum **DAS** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **the policyholder**, the court or tribunal, have paid them.

#### What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 3. Property protection and bodily injury

- a. Property protection
 

**Costs and expenses** in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

  1. any event which causes physical damage to such material property;
  2. a legal nuisance; or
  3. Trespass.

Please note that **the policyholder** must have established the legal ownership or right to the land that is subject of the dispute.

#### What is not covered

Any claim relating to the following:

- |    |   |
|----|---|
| 1. | a contract entered into by <b>the policyholder</b> ;  |
| 2. | goods in transit or goods lent or hired out;  |
| 3. | goods at premises other than those occupied by <b>the policyholder</b> unless the goods are at such premises for the purpose of installations or use in work to be carried out by <b>the policyholder</b> ; |
| 4. | mining subsidence;  |
| 5. | defending <b>the policyholder's</b> legal rights other than in defending a counter-claim;   |
| 6. | a motor vehicle owned or used by, or hired or leased to an <b>insured person</b> other than damage to motor vehicles where <b>the policyholder</b> is engaged in the business of selling motor vehicles; or |
| 7. | the enforcement of a covenant by or against the <b>insured person</b> .   |

#### b. Bodily injury

At **the policyholder's** request, **DAS** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

#### What is not covered

Any claim relating to the following:

- |    |   |
|----|---|
| 1. | any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;            |
| 2. | defending an <b>insured person's</b> or their family members' legal rights other than in defending a counter-claim; |
| 3. | a motor vehicle owned or used by, or hired or leased to an <b>insured person</b> or their family members; or        |
| 4. | clinical negligence.  |

#### 4. Tax protection

**Costs and expenses** for an **appointed representative** in respect of any:

- tax enquiry;**
- employer compliance dispute;** or
- VAT dispute,**

provided that:

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

#### What is not covered

- |    |   |
|----|---|
| 1. | Any claim relating to import or excise duties and import VAT.   |
| 2. | Any claim arising from a tax avoidance scheme.  |
| 3. | Any claim caused by the failure of <b>the insured person</b> to register for value added or pay as you earn tax.  |
| 4. | Any claim arising from any investigation or enquiries undertaken with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office. |
| 5. | Any claim arising from any investigation or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences.   |

#### 5. Contract disputes

**Costs and expenses** in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** for the purchase, hire, sale or provision of goods or of services,

provided that:

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

#### What is not covered

1. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
  - a. the settlement payable under an insurance policy (we will cover a dispute if an insurer refuses **the policyholder's** claim but not a dispute over the amount of a claim);
  - b. a lease, licence or tenancy of land or buildings, other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
  - c. a loan, mortgage, pension or any other financial product and chose in action; or
  - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**.
4. A dispute which arises out of the:
  - a. sale or provision of computer hardware, software, systems or services; or
  - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **the policyholder's** own specification,
 other than agreements relating to the sale, provision, purchase or hire of computer hardware, software, systems or services where **the policyholder** is engaged in the business of selling, providing, purchasing or hiring computer hardware, software, systems or services.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

#### 6. Debt recovery

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

provided that:

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



3. **DAS** have the right to select the method of enforcement, or to forego enforcing judgment, if **DAS** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

#### What is not covered

1. Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
  - a. the settlement payable under an insurance policy (we will cover a dispute if an insurer refuses **the policyholder's** claim but not for a dispute over the amount of a claim);
  - b. a lease, licence or tenancy of land or buildings;
  - c. a loan, mortgage, pension or any other financial product and choses in action;
  - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services, other than agreements relating to the supply, hire, sale or provision of computer hardware, software, systems or services where **the policyholder** is engaged in the business of supplying, hiring, selling or providing computer hardware, software, systems or services.
4. The recovery of money and interest due from another party where the other party intimates that a defence exists.
5. Any dispute which arises from debts **the policyholder** has purchased from a third party.

#### What is not covered by this section

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the insured incident.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1 b. compensation awards** and **2 legal defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
6. Any insured incident deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under condition 7.
8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
9. Judicial review, coroner's inquest or fatal accident inquiry.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** has not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
11. When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.

- |     |   |
|-----|---|
| 12. | Any claim where an <b>insured person</b> is not represented by a law firm, barrister or tax expert.   |
| 13. | Any claim relating to written or verbal remarks that damage the <b>insured person's</b> reputation.   |
| 14. | Any claim caused by, or contributed to by, or arising from:   |
| a.  | ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;   |
| b.  | the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;  |
| c.  | war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000; or |
| d.  | pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.   |

### Conditions which apply to the whole section

1. **DAS** will not make any payment unless the **insured person** or **policyholder**:
  - a. notifies **DAS** immediately of any alteration which may materially affect their assessment of the risk;
  - b. gives **DAS** full details of any claim as soon as possible and gives **DAS** any information they need;
  - c. co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim; and
  - d. keep to the terms and conditions of this section.
2. The **insured person** or **policyholder** must:
  - a. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
  - b. try to prevent anything happening that may cause a claim; and
  - c. send everything **DAS** ask for, in writing.
3. If the **insured person** or **policyholder**, or anyone on their behalf, tries to deceive **DAS** by deliberately giving **DAS** false information or making a fraudulent claim under this section then:
  - a. **DAS** shall be entitled to give notice to terminate this section of the policy with effect from the date of any fraudulent act or claim or the provision of such false information;
  - b. **DAS** shall be entitled to refuse to make any payment under this section of 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. the **insured person** or **policyholder** must reimburse all payments already made by **DAS** 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. **DAS** shall be entitled to retain all premiums paid in respect of this section of the policy.

In the event of such circumstance arising, as part of its fraud prevention measures, **DAS** will at its discretion also share information with other parties such as the police, government bodies and anti-fraud organisations.

Where a fraudulent or exaggerated claim, or a false declaration in respect of a claim, has been made by an **insured person**, **DAS** will not void this section of the policy in respect of any innocent **insured person**.
4.
  - a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.



**DAS** can negotiate any claim on behalf of an **insured person**.

- b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
    - i. **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
    - ii. there is a conflict of interest.
  - c. Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**.
  - d. An **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS**' standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **DAS** at all times.
  - e. **DAS** will have direct contact with the **appointed representative**.
  - f. An **insured person** must give the **appointed representative** any instructions that **DAS** require.
5.
    - a. An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
    - b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**;
    - c. **DAS** may decide to pay the **insured person** a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that the **insured person** is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.
  6.
    - a. If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
    - b. An **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
  7. If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agree to appoint another **appointed representative**.
  8. If an **insured person** settles a claim or withdraws their claim without **DAS**' agreement, or does not give suitable instructions to an **appointed representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.
  9. If there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS**' internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
  10. **DAS** may, at their discretion, require the **policyholder** to obtain an opinion from counsel, at the **policyholder's** expense, as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **DAS**.
  11. This section will be governed by English law.

12. All acts of Parliament within this policy section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.
13. If the **insured person** or the **policyholder** does not comply with any condition of the policy, unless a more specific remedy is specified, **DAS** may reduce any payment they make under this section by an amount equal to the detriment **DAS** have suffered as a result.

## Helpline services

	<b>DAS</b> provide these services 24 hours a day, seven days a week during the <b>period of insurance</b> . To help <b>DAS</b> check and improve their service standards, <b>DAS</b> may record calls.
Eurolaw commercial legal advice	<b>DAS</b> will give <b>the policyholder</b> confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.
Tax advice	<b>DAS</b> will give <b>the policyholder</b> confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.
Business assistance	In the event of an unforeseen emergency affecting <b>the policyholder's</b> business premises which causes damage or potential danger, <b>DAS</b> will contact a suitable repairer or contractor and arrange assistance on behalf of <b>the policyholder</b> . All costs of assistance provided are the responsibility of <b>the policyholder</b> .  To contact the above services, phone us on 0117 934 2111 quoting your policy number.
Counselling	<b>DAS</b> will provide all employees (including any members of their immediate family who permanently live with them) of <b>the policyholder</b> with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.  To contact the counselling helpline, phone us on 0117 934 2121.  These calls are not recorded. <b>DAS</b> will not accept responsibility if the helpline services fail for reasons <b>DAS</b> cannot control. Please do not phone <b>DAS</b> to report a general insurance claim.
The employment manual	The <b>DAS</b> employment manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the <b>DAS</b> website at <a href="http://www.das.co.uk">www.das.co.uk</a> . From the home page click on the employment manual icon. All the sections of this web-based document can be printed off for <b>the policyholder's</b> own use. Contact <b>DAS</b> at <a href="mailto:marketing@das.co.uk">marketing@das.co.uk</a> with <b>the policyholder's</b> email address, quoting <b>the policyholder's</b> policy number and <b>DAS</b> will contact them by email to inform them of future updates to the information.
DASbusinesslaw	At <a href="http://www.dasbusinesslaw.co.uk">www.dasbusinesslaw.co.uk</a> you will find a free, online reference full of the sorts of letters, articles and forms that will help you run your business successfully. <b>DASbusinesslaw</b> users can also access interactive document builders, to help make composing commercial documents as easy as possible.  From new legislation and employment issues to property law and taxation, you will find the content provided by <b>DASbusinesslaw</b> is updated regularly by legal experts to help you keep your business one step ahead.  To access <b>DASbusinesslaw</b> , please go to <a href="http://www.dasbusinesslaw.co.uk">www.dasbusinesslaw.co.uk</a> and register your details. When asked for your policy number, please insert your Hiscox policy number and the password is <b>DAS472301</b> .

## How DAS will use the insured person's information

**DAS** may need to send **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. If the **insured person's** policy includes legal advice **DAS** may have to send the information outside of the European Economic Area in order to give the

**insured person's** legal advice on non-European Union law.

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

## Data Protection

To provide and administer the legal advice service and legal expenses insurance **DAS** must process the **insured person's** personal data (including sensitive personal data) that **DAS** collect from the **insured person** in accordance with **DAS** Privacy Policy.

To do so, **DAS** may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give the **insured person** legal advice, **DAS** may have to send information outside the European Economic Area.

In doing this, **DAS** will comply with the Data Protection Act 1998. **DAS** will not disclose the **insured person's** personal data to any other person or organisation unless **DAS** are required to by the **DAS** legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime **DAS** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information **DAS** hold about the **insured person**, please write to the Group Data Protection Controller at the **DAS** Head Office address which is;

### **DAS Head and Registered Office:**

**DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**

## How to make a complaint

**DAS** always aim to give you a high quality service. If you think **DAS** have let you down, please write to **DAS** Customer Relations Department at **DAS** Head Office address.

You can phone **DAS** on **0344 893 9013** or email **DAS** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk).

Details of **DAS** internal complaint-handling procedures are available on request.

If you are still not satisfied and are a small business, you can contact the Insurance Division of the Financial Ombudsman Service at: **Exchange Tower | London | E14 9SR**.

You can also contact them on: **0800 023 4567** (free from mobile phones and landlines), **0300 123 9123** or email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**.

You can also contact them by telephone on **0300 555 0333** or email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

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

## Terms of business

Please read this document carefully as it sets out our terms and contains important regulatory and statutory information.

**Definitions - We/us/our** means PolicyBee Ltd, 14 Brightwell Barns, Waldringfield Road, Ipswich IP10 0BJ.

**Status -** PolicyBee Ltd is an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN. Our FCA register number is 945969.

This can be checked by clicking here, <https://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

### If you have a complaint

We aim to provide you with a high level of customer service at all times. If you're not satisfied in any way, please contact Kerri-Ann Hockley, Head of Customer Service, on 0345 222 5364 or by emailing her - [kerri-ann@policybee.co.uk](mailto:kerri-ann@policybee.co.uk).

We'll follow our complaint handling procedure, available on request. If you're still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

Further details can be obtained here: <https://www.financial-ombudsman.org.uk/publications/ordering-leaflet/leaflet>.

### Online Dispute Resolution (ODR)

If you bought your policy online through our website, you may also submit a complaint through the ODR platform <http://ec.europa.eu/odr>.

### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business/circumstances of the claim. Further details are available by downloading the [Protecting your Money FSCS Leaflet \(pdf\)](#).

### Our services

These include: assessing your needs and making a personal recommendation about your insurance, arranging your cover and helping you with any policy changes you, we or the insurer make. As part of our service, we'll also help you with any claim.

We conduct a fair and personal analysis of the market to meet your demands and needs. Sometimes, this means we'll only offer products from a single insurer but we'll let you know who this is.

We act as your agent when finding your insurance and putting it in place, and when you make a claim. We act as the insurer's agent when we collect your premium and we'll let you know if there are other situations where we are acting on behalf of the insurer.

### Our remuneration

This is commission, which is a percentage of the premium paid by you; commission may well include a profit share arrangement that your policy may contribute towards. If any fee is due, we'll agree this with you before you purchase the policy.

We are committed to ensuring complete transparency of our remuneration and we will, at your request fully disclose our remuneration.

### Fair presentation of risk

Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk. This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not - should you require additional explanation of what constitutes a material circumstance, please contact us immediately.

You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information.

If you feel you have not been able to do so, please advise us, so we can allow underwriters to make further enquiries if they wish to do so.

You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith.

Any deliberate or reckless misrepresentation may involve part, or your entire claim being declined and in some circumstances; the Insurer may be entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

### Security

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

### GDPR/Data Protection - how we use your data

We treat your personal information as private and confidential, and we're registered with the ICO as a Data Controller. We comply with the General Data Protection Regulation (GDPR) in all our dealings with your personal data. If you'd like specific information on how we use your personal data, and other rights you have under GDPR such as 'Right of Access', please contact us. You can review our privacy notice at: <https://www.policybee.co.uk/privacy-notice>.

Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of handling a contract of insurance or a claim on your behalf and any related activities, unless we have obtained the necessary consent from you or where we are required to by law or a regulatory body that has authority over us. We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

### Credit Checks

To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether your applications proceed.

Unless you contact us to confirm you do not want these searches to be carried out we will assume your consent has been given and proceed as above.

### Claims

You must notify us as soon as possible of a claim and circumstances which may give rise to a claim. In the event of a claim you should contact us and we will promptly advise you and pass all details to your Insurer. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have an agreement from your Insurer. We will remit claims payments to you as soon as possible after they have been received on your behalf. If an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

### Handling your money

Our financial arrangements with most insurance companies are on a 'risk transfer' basis. This means we act as agents of the insurer in collecting premiums and handling refunds. In these circumstances, money is deemed to be held by the insurer(s) arranging your policy. However, if risk transfer does not apply, we'll hold that money in a statutory trust account set up in accordance with the FCA Client Assets Sourcebook (CASS) and with our nominated bank. Holding money in line with CASS ensures your money is protected and used only for the settlement of Insurer accounts. We'll retain interest earned on money in a statutory trust account.

### Cancellation Clause

Your insurance may include a cancellation clause. Full cancellation details will be explained to you during the negotiation process. If you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers, giving notice of the cancellation. In the event of cancellation, insurers may return the pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned if the insurance is cancelled after inception, our commission will not usually be returnable.

### Financial Crime

The National Crime Agency (NCA) requires us to report any suspicious transactions to them. In these circumstances, we might ask for evidence of your identity. This could mean we ask to see your passport, a utility bill or a bank statement. For companies, we might want to see your Certificate of Incorporation or we may check the Companies House register.

### Health & Safety

We cannot be held responsible for any client who fails to comply with current Health & Safety (or other relevant) legislation.

### Termination

Our services may be terminated without cause or penalty by giving one month's notice in writing. If our services are terminated by you other than at the expiry of the policy, we will be entitled to retain the commission payable. The responsibility for handling claims reported after the date of termination shall, in the absence of an express agreement, be the responsibility of the party taking over the role.

### Law and Jurisdiction

These terms of business are written according to English law. Any legal action or proceedings arising out of or in connection with these terms of business fall under the jurisdiction of English courts.

### Contact us

Address: PolicyBee Ltd, 14 Brightwell Barns, Waldringfield Road, Ipswich, IP10 0BJ  
Tel: 0345 222 5360  
Fax: 01473 357873

### **PolicyBee Ltd's Fair Processing Notice**

We collect and process your information to provide insurance policies and to process claims. We also use your information for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from third parties such as insurers, loss adjusters, or our regulators.

If you have questions or concerns about how your information has been used, please call us on 0345 222 5360 or email [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk).

For more information about how we process your information and your rights regarding your personal information please see our full privacy notice at: [www.policybee.co.uk/info/privacy-notice.html](http://www.policybee.co.uk/info/privacy-notice.html).

### **Hiscox's Fair Processing Notice**

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com).

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

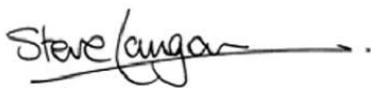
We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at [www.hiscox.co.uk/cookies-privacy](http://www.hiscox.co.uk/cookies-privacy).

## CERTIFICATE OF PUBLIC AND PRODUCTS LIABILITY INSURANCE

<b>Policy Number:</b>	14705984
<b>Name of Policyholder:</b>	Alisha Aesthetics
<b>Description of Activities:</b>	Aesthetics including Training, Profilla - Aqualyx; Botox and temporary dermal fillers; Chemical peels including TCA over 40% strength and Phenol; Chemical peels including TCA up to 40% strength exclude Phenol; Dermaplaning; Dermapen, Dermaroller or Microneedling up to 3mm; General beauty; IV Infusion drips; Platelet Rich Plasma (PRP) to the face and neck
<b>Certificate issue date:</b>	22/07/2022
<b>Date of expiry of insurance policy:</b>	21/07/2023 expiring at Midnight
<b>Limit of Indemnity:</b>	£1,000,000 each and every claim or loss, excluding defence costs and criminal proceedings costs

Signed on behalf of Hiscox Insurance Company Ltd



**Steve Langan**  
Managing Director, Hiscox UK and Ireland

### Notes:

- This insurance is subject to policy terms and conditions and any special terms notified to the insured.
- The certificate above shows that you are insured with an authorised insurer.
- The certificate (or any copy) must only be displayed whilst the policy remains active and within the policy period above.

### About the insurer:

<b>Insurer</b>	Hiscox Insurance Company Ltd
<b>Company registration</b>	Registered in England number 70234
<b>Registered address</b>	1 Great St Helens, London EC3A 6HX
<b>Status</b>	Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

## **CERTIFICATE OF TREATMENT AND PROFESSIONAL LIABILITY INSURANCE**

**Policy Number:** 14705984

**Name of Policyholder:** Alisha Aesthetics

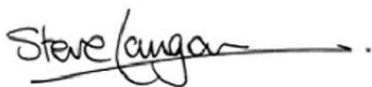
**Description of Activities:** Aesthetics including Training, Profhilo - Aqualyx; Botox and temporary dermal fillers; Chemical peels including TCA over 40% strength and Phenol; Chemical peels including TCA up to 40% strength exclude Phenol; Dermaplaning; Dermapen, Dermaroller or Microneedling up to 3mm; General beauty; IV Infusion drips; Platelet Rich Plasma (PRP) to the face and neck

**Certificate issue date:** 22/07/2022

**Date of expiry of insurance policy:** 21/07/2023 expiring at Midnight

**Limit of Indemnity:** £1,000,000 in the aggregate, including all costs

Signed on behalf of Hiscox Insurance Company Ltd



**Steve Langan**  
Managing Director, Hiscox UK and Ireland

### **Notes:**

- a. This insurance is subject to policy terms and conditions and any special terms notified to the insured.
- b. The certificate above shows that you are insured with an authorised insurer.
- c. The certificate (or any copy) must only be displayed whilst the policy remains active and within the policy period above.

### **About the insurer:**

<b>Insurer</b>	Hiscox Insurance Company Ltd
<b>Company registration</b>	Registered in England number 70234
<b>Registered address</b>	1 Great St Helen's, London EC3A 6HX
<b>Status</b>	Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

## Invoice

Your invoice from PolicyBee Ltd

Reference no. 14705984

Issued on 11 July 2022

Alisha Aesthetics

For your Hiscox Insurance Company business insurance

Effective from 22/07/2022

Premium including IPT @ 12%	£731.92
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Total	£731.92
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Policy being paid by Direct Debit



# The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay by Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Hiscox Underwriting Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Hiscox Underwriting Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by Hiscox Underwriting Ltd or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when Hiscox Underwriting Ltd asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.