



Policy wording

www.hamiltonfraser.co.uk

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.

Policy arrangement

This **policy** is arranged by Hamilton Fraser on behalf of the insurers named in the schedule.

Signed for and on behalf of Hamilton Fraser:



Eddie Hooker
CEO, Hamilton Fraser

Our promise to you

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



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

Complaints procedure

If **you** have any questions or concerns about **your policy** or the handling of a claim **you** should, in the first instance, contact Hamilton Fraser at:

Hamilton Fraser
Premiere House
1st Floor
Elstree Way
Borehamwood
WD6 1JH

or by telephone on +44 (0)345 310 6370
or by email at cosmetic@hamiltonfraser.co.uk.

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 contact Hiscox Customer Relations in writing at:

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

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

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

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

General conditions

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

- | | |
|---|---|
| Presentation of the risk | 1. In agreeing to insure you and in setting the terms and premium, we have relied on the information you have given us . You must provide a fair presentation of the risk and must take care when answering any questions we ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which you (including your senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search. |
| If you fail to make a fair presentation | 2. a. If we establish that you deliberately or recklessly failed to present the risk to us fairly, we may treat this policy as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us and we will be entitled to retain all premiums paid.
b. If we establish that you failed to present the risk to us fairly but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you made a fair presentation of the risk, as follows:
i. if we would not have provided this policy , we may treat it as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us . We will refund any premiums you have paid; or
ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the period of insurance . This may result in us making no payment for a particular claim or loss. You must reimburse any payment made by us that we would not have paid if such terms had been in effect. |
| Change of circumstances | 3. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy (a material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). We may then change the terms and conditions of this policy or cancel it in accordance with the Cancellation condition, |
| If you fail to notify us of a change of circumstances | 4. a. If we establish that you deliberately or recklessly failed to:
i. notify us of a change of circumstances which may materially affect the policy ; or
ii. comply with the obligation in 1. above to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances;
we may treat this policy as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. You must reimburse all payments already made by us relating to claims made or losses occurring after such date. We will be entitled to retain all premiums paid.
b. If we establish that you failed to notify us of a change of circumstances or to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances, but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you fairly presented the change of circumstances to us , as follows:
i. if we would have cancelled this policy , we may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. You must reimburse any payments already made by us relating to claims made or losses occurring after such date. We will refund any premiums you have paid in respect of any period after the date when cancellation would have been effective; or
ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the date when your circumstances changed. This may result in us making no payment for a particular claim or loss. |

Reasonable precautions	<p>5. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair. We will not make any payment under this policy in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.</p>
Premium payment	<p>6. We will not make any payment under this policy until you have paid the premium.</p>
Cancellation	<p>7. You or we can cancel the policy by giving 30 days' written notice. We will give you a pro-rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium under £20.</p> <p>If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy. In this event, the period of insurance will equate to the period for which premium instalments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p>
Multiple insureds	<p>8. The most we will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p>
Aggregate limit	<p>9. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance.</p> <p>If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.</p>
Rights of third parties	<p>10. You and we are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>
Other insurance	<p>11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.</p>
Cover under multiple sections	<p>12. Where you, including anyone within the meaning of 'you' or 'insured person' in any section of the policy, are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy, being the section that provides the most advantageous cover to you or the party entitled to cover.</p>
Governing law	<p>13. Unless some other law is agreed in writing, this policy will be governed by the laws of England.</p>
Arbitration	<p>14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.</p>

General claims conditions

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

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
 - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy** in accordance with the terms of each section; and
 - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
2. **You** must:
 - a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
 - b. give us all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your** name but at **our** expense.

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

Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
 - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
 - b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
 - c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
 - d. **we** shall be entitled to retain all premiums paid.

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

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

Special definitions for this section

Business activity	Those treatments which you perform in the course of your business and which are within the treatment category covered for each named practitioner, as shown in your schedule.
Communicable disease	Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.
Computer or digital technology	Any programs , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
Computer or digital technology error	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none">1. creation, handling, entry, modification or maintenance of; or2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, any computer or digital technology .
Cyber attack	Any digital attack or interference, whether by a hacker or otherwise, designed to: <ol style="list-style-type: none">1. gain access to;2. extract information from;3. disrupt access to or the operation of; or4. cause damage to: any data or computer or digital technology , including but not limited to any: <ol style="list-style-type: none">a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; orb. denial of service attack or distributed denial of service attack.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you , including representation at a coroner's inquest arising out of the death of any patient or client of yours .
Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none">1. computer or digital technology; or2. data held electronically by you or on your behalf.
Malpractice	Any bodily injury, mental injury, illness, disease or death of any patient or client caused by any negligent act, error or omission committed by you : <ol style="list-style-type: none">a. in the performance of a business activity; orb. in the course of a Samaritan act.
Notable treatments or surgeries for minors	<ol style="list-style-type: none">a. laser or IPL hair removal;b. removal of moles, skin tags, verrucae, cysts, warts and milia;c. electrolysis;d. microneedling;e. microdermabrasion;f. general beauty;

- g. chemical peels for acne;
- h. hydra facial;
- i. ear piercing; or
- j. hairdressing.

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.
Samaritan act	Treatment administered by you at the scene of a medical emergency, accident or disaster at which you are present either by chance or in response to a S.O.S. call following a disaster.
Social engineering communication	Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
European Union or the United Kingdom	The European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar.
You/your	Also includes any person who was, is or during the period of insurance becomes your partner, director, senior manager, employee, member of the ethics committee, or volunteer performing activities in the course of your business .

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your business activity within the geographical limits for clients, any party brings a claim against you or your employee or volunteer for:</p> <ul style="list-style-type: none"> a. malpractice; b. negligence or breach of a duty of care; c. negligent misstatement or negligent misrepresentation; d. infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off; e. breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use; or f. defamation, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Avoiding a potential claim against you	<p>If your client has reasonable grounds for being dissatisfied with the work you have done, refuses to pay for any or all of it, including amounts you legally owe to sub-contractors, self-employed freelancers and outsourcers at the date of the refusal, and threatens to bring a claim against you for more than the amount owed, it may be possible to settle the dispute with the client by your agreeing not to press for the disputed amount. If so, we will pay you the amount owed to you at that time if we believe that this will avoid a legitimate claim for a greater amount and we have given our prior written approval to settling in this way and for this amount.</p> <p>Alternatively, if it is not possible to reach agreement with the client on this basis but we still believe that by not pressing for the disputed amount you will avoid a legitimate claim or counterclaim for a greater amount, we will pay the amount owed to you at that time. If a claim is still brought, we will deal with it but our total payment, including what we have already paid you or on your behalf, will not exceed the applicable limit of indemnity shown in the schedule. You must return the amount we have paid if you eventually recover the debt less your reasonable expenses.</p> <p>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.</p>

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**.

Once **we** agree to make this payment **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 part of a claim not covered by this section.

Your own losses

Loss of documents

If during the **period of insurance** and during the performance of **your business activity** any document, information or data of **yours** which is necessary for the performance of **your business activity** has been 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 the lost, damaged or destroyed document, information or data.

This does not include any bearer bonds, coupons, share certificates, stamps, money or other negotiable documents or any artwork created in the performance of **your business activity**.

We will not make any payment arising from the loss or distortion of any data held electronically.

Representation costs

We will pay for the cost of representing **you** at any properly constituted investigation, inquiry or disciplinary proceeding first instituted in respect of any incident first discovered during the **period of insurance** arising out of **your business activity** which may lead to indemnity under this section.

Corporate manslaughter defence

If any governmental, administrative or regulatory body brings any criminal action or proceedings against **you** during the **period of insurance** for any breach of any corporate manslaughter statute directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written agreement to defend such an action against **you**.

We will only pay the costs incurred to defend any criminal charges of corporate manslaughter covered under this section up to the date of any judgment or other final adjudication or guilty plea entered.

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. **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.
2. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
3. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
4. transmission of a computer **virus**.
5. **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.
6. 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.
7. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.

Cyber incidents

8. 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 8.a. to 8.c. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 8.a. to 8.d. above.

Sexual misconduct	9. any actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation in the course of or under the guise of any business activity .
Injectable treatments	10. any injectable or filler treatments unless photographs or digital images are taken of the client capturing the treatment area of their body immediately prior to treatment. These photographs and digital images must be retained by you for at least three years after the date of treatment.
Patch testing	11. any treatment undertaken: <ol style="list-style-type: none"> a. where the manufacturer of the machine or product being used explicitly states within their instructions of use that a skin patch test should be performed and no such patch test has been carried out; or b. following an allergic reaction to a patch test relevant to that treatment.
Matters insurable elsewhere	<p>12. the death of or any bodily or mental injury, illness or disease suffered by anyone, other than malpractice or where due to your breach of a duty of care in the performance of a business activity.</p> <p>13. anyone's employment with or work for you, or any breach of an obligation owed by you as an employer or any kind of employment related discrimination, harassment or unfair treatment.</p> <p>14. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.</p> <p>15. the loss, damage or destruction of any tangible property. This does not apply to What is covered, Loss of documents.</p> <p>16. any personal liability incurred by a director or officer of yours when acting in that capacity or managing your business, or your breach of any fiduciary duty, other than when performing a business activity for a client, or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements.</p> <p>17. or contributed to by, resulting from or in connection with any computer or digital technology error.</p> <p>18. your 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 you to a client in the course of your business activity, provided that the product was not manufactured by you and you have a right of recourse against the product supplier or manufacturer.</p>
Deliberate, reckless or dishonest acts	<p>19. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.</p> <p>20. the performance of any business activity by you whilst under the influence of intoxicants or narcotics.</p>
Pre-existing problems	21. anything, including any actual or alleged shortcoming in your work, likely to lead to a claim against you , or your own loss which you knew or ought reasonably to have known about, before we agreed to insure you .
Date recognition	22. date recognition .
Asbestos	23. asbestos risks .
Terrorism, war or nuclear risks	<p>24. or contributed to by, resulting from or in connection with any of the following:</p> <ol style="list-style-type: none"> a. terrorism; b. war; c. nuclear risks; or d. any action taken in controlling, preventing, suppressing, responding or in any way relating to 24.a. to 24.c. above.

If there is any dispute between **you** and **us** over the application of 24.a above it will be for **you** to show that the exclusion does not apply.

Communicable disease	<p>25. or contributed to by, resulting from or in connection with any of the following:</p> <ul style="list-style-type: none"> a. influenza A (H5N1) (also known as 'avian flu' or 'bird flu'); b. influenza A (H1N1) (also known as 'swine flu'); 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 25.a. to d. above; f. any fear or threat of 25.a. to 25.e. above; or g. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to f. above. <p>26. or contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> a. communicable disease; b. fear or threat of any communicable disease; or c. action taken to control, prevent, suppress, respond or in any way relating to any such communicable disease, <p>which has led to any:</p> <ul style="list-style-type: none"> 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, <p>being issued or imposed by any state, national or international body, agency or other competent body or authority.</p>
Infrastructure failure	<p>27. or 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.</p>
Clinical trials	<p>28. any clinical trial or research project conducted by or for you.</p>
Genital work	<p>29. any business activity performed on any client's genitalia, except for laser hair removal or waxing.</p>
Contraindications	<p>30. any treatment performed where the client has notified you during the informed consent process of a pre-existing health condition that would infer a contraindication to such treatment, unless the client has notified you that they had confirmation from their GP, or from the appropriate manufacturer, that they can receive such treatment.</p>
Treatment of minors under 18	<p>31. Any treatment or surgery performed on anyone between 11 and 17 years of age, inclusive, at the time of such treatment or surgery.</p> <p>However, this exclusion does not apply to:</p> <ul style="list-style-type: none"> a. notable treatments or surgeries for minors a. to h., provided that their parent or guardian has given prior written permission; and b. ear piercing and hairdressing, provided that their parent or guardian has given prior verbal permission.
Treatment of minors under 11	<p>32. Any treatment or surgery performed on anyone under 11 years of age at the time of such treatment or surgery.</p> <p>However, this exclusion does not apply to:</p> <ul style="list-style-type: none"> a. ear piercing, provided that their parent or guardian has given prior written permission; and b. hairdressing, provided that their parent or guardian has given prior verbal permission.
CQC registration	<p>33. your breach of any required CQC registration of regulated activities as set out in Schedule 1 of the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 or any statutory successor to that act or schedule.</p>

Claims brought by a related party	B. We will not make any payment for:
Restricted recovery rights	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 .
Consequential loss	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.
Non-compensatory payments	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.
Claims outside the applicable courts	5. fines and contractual penalties, aggravated, punitive or exemplary damages, and additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section. 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. 8. 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.
Medical defence organisation	8. any claim which is the subject of insurance, indemnity or assistance provided by any medical defence organisation, unless the treatment provided is shown in the schedule as a business activity .

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 shown in the schedule, irrespective of the number of claims. You must pay the excess shown in the schedule for each claim, including defence costs . You must pay the relevant excess shown in the schedule.
Special limits	The following special limits are included within and not in addition to the overall limit above.
Personal data claims	The most we will pay for the total of all claims or parts of claims against you by a client including defence costs , which arise directly from your performance of a business activity for that client relating to personal data is the relevant amount stated in the schedule.
Representation costs	The most we will pay for representation costs relating to investigations, inquiries and disciplinary proceedings is the relevant amount stated in the schedule. This applies to all actions brought against you during the period of insurance .
Corporate manslaughter	The most we will pay for the costs to defend criminal proceedings relating to corporate manslaughter is the relevant amount stated in the schedule.. This applies to all actions brought against you during the period of insurance .
Loss of documents	For loss of documents, the most we will pay to restore or replace any lost, damaged or destroyed document, information or data is the amount shown in the schedule for the total of all such losses.
Paying out the limit of indemnity	At any stage of a claim we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for that claim or its defence costs .

Your obligations

Record-keeping

1. **You** must at all times maintain accurate descriptive records of all professional services and equipment used in treatment(s), which shall be available for inspection and use by us or our duly appointed representatives including but not limited to the following:
 - a. records of the consenting process in relation to the care, treatment or services offered or recommended to each patient, which shall include but shall not be limited to:
 - i. the information provided to the patient, including a description of any potential risks or adverse side effects associated with any treatment(s) or any relevant pre-existing conditions in relation to the treatment(s) provided.
 - ii. details of any question(s) asked by the patient and the response(s) given;
 - iii. a record of the patient's understanding of the information provided and communicated to them; and
 - iv. the patient's explicit and informed written consent:
 - a) for the relevant care, treatment or service to proceed; and
 - b) to the potential risks or adverse side effects;
 - b. records of any follow up and aftercare treatment, including details of any literature provided to the patient, together with the patient's signature confirming receipt;
 - c. records regarding any relevant pre-existing conditions of the patient; and
 - d. the batch number(s) of any product(s) injected or used in any procedure(s) including the number of injections administered.
2.
 - a. **You** must at all times retain the records referred to in 1.a to 1.d above for a period of at least ten years from the date of treatment and, in the case of a minor, for a period of at least ten years after that minor attains majority. This does not apply to any photographs or digital images taken of clients prior to any injectable or filler treatments which must be retained for at least six years; and
 - b. ensure that the records referred to in 1.a. to 1.d. above are available for inspection and use by **us** or **our** duly appointed representatives during the relevant timeframe specified in 2.a. above.

If a problem arises

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

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
 - b. the receipt of notice from any person of an intention to hold **you** responsible for any **malpractice**, or any other act, error or omission;
 - c. every letter, claim, writ, summons or process against **you** for actual or alleged **malpractice**;
4. 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. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or 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.

Products

- a. **You** must at all times take reasonable steps to ensure that in respect of any third-party manufactured products **you** have supplied, sold or applied as part of **your business activities**:
 - i. such products complied with all relevant health and safety regulations and standards in the **European Union or the United Kingdom**; and

- ii. such products were supplied with any instructions which were necessary for the product's safe use;
- iii. such products were fit and proper for their supplied purpose;
- iv. such products were made within the **European Union or the United Kingdom** or **you** have sourced the product from a supplier within the **European Union or the United Kingdom** and **you** have a written contract or proof of sale for the product; and
- v. the supplier **you** use is reputable, solvent and has appropriate insurance in place.

Tools and implements

5. **You** must ensure that:
- a. any tool or implement used in the performance of **your business activity** which is intended to be in contact with bodily fluid (whether human or animal) or to penetrate tissue (whether human or animal) is handled, used and stored in accordance with the manufacturers' instructions.

Where the equipment is suitable to be used more than once and where approved by the manufacturer for single use, it must be sterilised prior to use in accordance with Department of Health or equivalent guidelines.
 - b. any equipment, machinery, tool or implement **you** handle, store or use in the performance of a **business activity** is:
 - i. serviced, repaired or maintained by an authorised and qualified contractor in full compliance with any applicable manufacturer or distributor recommended routine, guidelines or requirements;
 - ii. fully compliant with all applicable **European Union or United Kingdom** safety standards and regulatory guidelines or requirements;
 - iii. in good working order and repair and free from known defects; and
 - iv. not the subject of any manufacturer or distributor product recall or warning.

Qualification checks

- c. any **business activity** performed by **you**, is performed by a person who:
 - i. is appropriately qualified;
 - ii. has received suitable and up to date training; and
 - iii. where it is a requirement, is registered with a recognised industry regulatory body; within the **European Union or the United Kingdom**.

Laser and IPL

6. For any laser or IPL treatment, **you** must ensure that prior to treatment, a skin patch test was performed in accordance with the manufacturer's guidelines, or related industry associated guidelines, without any adverse reaction:
- a. on any new clients to be treated;
 - b. on any existing clients, where the treatment is to be administered to a previously untreated area of the body;
 - c. on any existing clients, where a period of six months has passed since their last treatment of that kind;
 - d. where a new laser or IPL machine or a replacement laser or IPL head is to be used, since the client's last treatment; or
 - e. where the laser or IPL machine has undergone maintenance, repair or a part has been replaced since the client's previous treatment.

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.

Control of defence

Defence arrangements	<p>We have the right, but not the obligation, to take control of and conduct in your name the investigation, settlement or defence of any or any part of a claim.</p> <p>You must give us the information and co-operation which we may reasonably require and take all reasonable steps to defend any claim. You should not do anything which may prejudice our position.</p>
Appointment of legal representation	<p>We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the claim.</p>
Partially covered claims	<p>We will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against you and any other party who is not covered under this section, then at the outset of the claim, we and you agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including defence costs on the basis of the relative legal and financial exposures.</p>
Advancement of defence costs	<p>We will pay defence costs covered by this section on an ongoing basis prior to the final resolution of any claim. However, we will not pay any defence costs in connection with any claim or part of a claim which is not covered under this section. You must reimburse us for any defence costs paid where it is determined there is no entitlement under this section.</p>
Payment of full limit of indemnity	<p>We have no further duty to indemnify you against any claim where we pay you the applicable limit of indemnity as described in How much we will pay, Paying out the limit of indemnity.</p>
Payment of excess	<p>Our duty to make any payment under this section arises only after the applicable excess is fully paid. The excess will only be eroded by the covered parts of a claim.</p>
Disputes	<p>For the purposes of Control of defence in this section of the policy, General condition 14, Arbitration, within the General terms and conditions is amended to read as follows:</p> <p>Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such Queen's Counsel shall be binding on you and us in relation to matters referred under this clause. The costs of such opinion shall be met by us.</p>

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

Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
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 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; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, erected, installed, tested, maintained or cleaned 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.
Treatment	Cosmetic treatments and procedures performed by you during the course of your business activities .
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none"> bodily injury or property damage occurring during the period of insurance; personal injury or denial of access committed during the period of insurance, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners or any employee or spouse of such person against legal liability as a result of bodily injury, property damage or personal injury 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:</p> <ol style="list-style-type: none"> where indemnity arises out of the ownership or occupation of land or buildings; where indemnity is provided by any other insurance.
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none"> has not, in our reasonable opinion, caused or contributed to the claim against them;

- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Cross liabilities

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

Additional cover

Court attendance compensation

If any person within the definition of **you** 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 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 premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**.
 2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, 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 person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.

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.

Computer virus

5. transmission of a computer **virus**.

Professional advice

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

Your products

7. the costs of recalling, removing, repairing, reconditioning or replacing any **product** or any of its parts.
8.
 - a. any **products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such **products**;
 - b. any **products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **products**;
 - c. any **products** that are:
 - i. non-proprietary brands;
 - ii. proprietary brands that are not used in accordance with the guidelines of the General Medical Council (GMC), the General Dental Council (GDC) or the Nursing and Midwifery Council (NMC) or the guidelines of any replacement regulatory body;

- iii. not registered with either the United States Food and Drug Administration (USFDA) or European Medicines Agency (EMA);
- iv. sourced from outside the European Union; or
- v. repackaged, repaired, altered, constructed, treated, serviced or reformed by **you**.

Inefficacy	9. inefficacy.
Deliberate or reckless acts	10. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	11. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	12. date recognition.
War, terrorism and nuclear	13. war, terrorism or nuclear risks.
Asbestos	14. asbestos risks.
Sub-contractor's insurance	15. any work undertaken by any of your sub-contractors operating under their own trading name, unless you ensure the sub-contractor maintains: <ul style="list-style-type: none"> a. employers' liability insurance; and b. public liability insurance with a minimum limit of indemnity of £2,000,000 which indemnifies you as a principal.
Malpractice and Samaritan acts	16. any treatment prepared or provided by you . B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against you resulting from work you undertake in any country outside the geographical limits .
Claims at your premises	5. any claim brought against you resulting from work you undertake in any building which is owned, rented or leased by you .

How much we will pay

We will pay up to the limit of indemnity shown 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 **excess** 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

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. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.

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 , including any claims forming part of a series of other claims regarded as one claim under this section. The most we will pay for defence costs in relation to pollution claims is the amount shown in the schedule. You must pay the relevant excess shown 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 . You must pay the relevant excess shown in the schedule.				
Court attendance compensation	<p>We will pay you the following compensation for each day, or part day:</p> <table border="0"> <tr> <td style="padding-left: 20px;">1. You or your partner or director</td> <td style="text-align: right;">£250</td> </tr> <tr> <td style="padding-left: 20px;">2. Any other employee</td> <td style="text-align: right;">£100</td> </tr> </table> <p>The most we will pay for the total of all court attendance compensation is £10,000.</p>	1. You or your partner or director	£250	2. Any other employee	£100
1. You or your partner or director	£250				
2. Any other employee	£100				
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	<ol style="list-style-type: none"> 1. We will not make any payment under this section: <ol style="list-style-type: none"> a. unless you notify us promptly of any claim or threatened claim against you. At our request, you must confirm the facts in writing within 30 days with as much information as is available. You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number: by email to: liability.claims@hiscox.com; or by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE. b. unless you notify us within seven days of a claim or anything which may give rise to a claim under this section, arising out of bodily injury. At our request, you must confirm the facts in writing within 30 days with as much information as is available. You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number: by email to: liability.claims@hiscox.com; or by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE. c. unless you notify us as soon as practicable of your discovery that products are defective. 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 we have suffered as a result.
Correcting problems	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. If you do not, we may reduce any payment we make by an amount equal to the detriment we have suffered as a result.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Please read the schedule to see whether illness and compassionate leave are covered by this section.

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

Special definitions for this section

Absence period	The time period commencing from the first date of disablement or compassionate leave and lasting uninterrupted for the length of time stated as the 'absence period' in the schedule.
Accidental bodily injury	An identifiable physical injury (including illness and sickness solely and directly resulting from the injury but not including any other illness, sickness, disease or naturally occurring condition), which is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the period of insurance and the active time and which results in the insured person's death, permanent disablement or temporary disablement , within 24 calendar months of the date of the event.
Active time	The time period stated in the schedule as the 'active time', being the time when the insured person is covered for accidental bodily injury under this section.
Capital benefit	The amount stated as the 'capital benefit amount' in the schedule we will pay you following each incident of permanent disablement or death of an insured person .
Compassionate leave	Discretionary leave granted by you to an insured person following: <ol style="list-style-type: none">1. death;2. admittance to a hospital intensive care unit; or3. admittance to hospital for treatment of a terminal condition or cancer, of any parent, spouse, partner or child of such insured person during the period of insurance , provided that such death or admittance to hospital could not reasonably have been foreseen by the insured person at inception .
Counselling expenses	The reasonable cost of psychological counselling by a suitably licensed and qualified psychological wellbeing practitioner, in connection with a covered claim for permanent disablement of an insured person under this section.
Funeral expenses	Reasonable costs of funeral provision and expenses reasonably incurred in connection with a valid claim under this section for an insured person's death arising directly from accidental bodily injury . This includes repatriation expenses.
Inception	Start date of the period of insurance as stated in the schedule.
Illness	Disablement due to illness, sickness or disease which first manifests itself during the period of insurance and which results in the insured person's temporary disablement .
Insured person	Any person stated in the schedule, provided that such person is: <ol style="list-style-type: none">1. aged between 16 and 70 years old at inception;2. legally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man; and3. currently employed by you but not supplied by you to a client under contract, unless otherwise stated in the schedule.
Loss of sight	Total loss of sight in an eye.
Loss of hearing	Total loss of hearing in an ear.
Loss of limb	Loss by physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or total loss of use of a complete arm, hand, foot or leg.
Loss of speech	Total loss of speech.

Medical expenses	The reasonable cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges reasonably incurred in connection with a covered claim for accidental bodily injury under this section. Physiotherapy treatment expenses are not included within this definition.
Minimum absence period	The time period stated in the schedule as the ‘minimum absence period’, being the minimum period for which temporary disablement must be suffered in order for weekly benefits to be paid under this section. This period does not apply to compassionate leave .
Permanent disablement	<ol style="list-style-type: none"> 1. Loss of sight, loss of hearing, loss of limb or loss of speech; or 2. any disablement which entirely prevents the insured person from attending to any business or occupation for which the insured person is reasonably suited by training, education or experience and which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.
Physiotherapy treatment expenses	The reasonable cost of physiotherapy treatment by a suitably licensed and qualified medical practitioner in connection with a covered claim for accidental bodily injury under this section.
Recruitment expenses	Reasonable expenses incurred by you with our prior written consent in the recruitment and selection process for the replacement of an insured person in connection with a valid claim for the death or permanent disablement of that insured person under this section.
Retraining expenses	Reasonable expenses incurred by you with our prior written consent in the retraining of an insured person for an alternative occupation in connection with a valid claim for the permanent disablement of that insured person under this section.
Temporary disablement	Disablement lasting without interruption for longer than the minimum absence period and which prevents the insured person from carrying out their usual occupation.
Weekly benefit	The amount stated as the “weekly benefit amount” in the schedule that we will pay you in respect of each insured person for each full week of their absence from their work for you during the absence period , excluding holidays and sabbaticals and subject to the minimum absence period , due to temporary disablement or compassionate leave .
Weekly wage	The total gross basic weekly salary, excluding payments for overtime, commission or bonus, payable by you to the insured person at the date of disablement or compassionate leave .
Workplace alteration expenses	Reasonable expenses incurred by you with our prior written consent in making necessary alterations and adjustments to the insured person’s workplace in connection with a valid claim for the permanent disablement of that insured person under this section.
You/your	The insured company or organisation shown in the schedule.

What is covered

Permanent disablement	We will pay you the capital benefit shown in the schedule if an insured person suffers accidental bodily injury which results in their death or permanent disablement .
Temporary disablement	<p>We will pay you the weekly benefit shown in the schedule if an insured person:</p> <ol style="list-style-type: none"> 1. suffers accidental bodily injury or illness which results in their temporary disablement; or 2. is granted compassionate leave. <p>Your schedule will show if weekly benefits are payable and if illness and compassionate leave are covered.</p>
Additional cover	<p>We will also pay you:</p> <ol style="list-style-type: none"> 1. medical expenses, physiotherapy treatment expenses, counselling expenses and funeral expenses: <ol style="list-style-type: none"> a. incurred with our prior written consent by you on behalf of an insured person; or

- b. incurred by or on behalf of an **insured person** where **you** have agreed with **our** prior written consent to reimburse or pay for such expenses; and
- 2. **retraining expenses, workplace alteration expenses and recruitment expenses** incurred by **you** directly as a result of a **permanent total disablement**.

What is not covered

We will not make any payment under this section for:

Hazardous pursuits

- 1. any **accidental bodily injury** sustained while taking part in:
 - a. the following winter sports: off-piste skiing unless accompanied by a suitably experienced guide, free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition;
 - b. free diving or the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
 - i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant club or association rules and guidelines at all times; or
 - ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
 - c. potholing, caving, hang-gliding, parachuting, parascending, paragliding, kite surfing, mountaineering, coastering or rock-climbing for which the **insured person** would normally need to use ropes or guides, bungee jumping, white-water rafting or any other activity with a similar increased risk of physical injury;
 - d. any combat sport including, but not limited to, boxing, wrestling or martial arts;
 - e. armed forces activities including operations, exercises or training; or
 - f. flying as a pilot or aircrew or any other aerial activities other than travel by commercial airlines as a passenger.

Excluded countries

- 2. any **accidental bodily injury** occurring in Afghanistan, Central African Republic, Chad, Democratic Republic of Congo, Iran, Iraq, Israel, Ivory Coast, Libya, Niger, Somalia, South Sudan, Sudan, Syria or Yemen.

Other exclusions

- 3. any **accidental bodily injury** or **illness** directly or indirectly arising out of or contributed to by:
 - a. any emotional or psychiatric disorder or condition;
 - b. the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their medical practitioner and used properly);
 - c. the **insured person** committing or attempting suicide or deliberately injuring themselves;
 - d. the **insured person** deliberately exposing themselves to exceptional danger unless trying to save a human life;
 - e. any criminal act:
 - i. by the **insured person**; or
 - ii. by **you** or on **your** behalf;
 - f. any physical defect, infirmity or medical condition known to the **insured person** at **inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before **inception**;
 - g. any congenital, cardiovascular, oncological, chronic or gradually operating condition or infection which could recur and which was known to the **insured person** at **inception** or for any surgery which was planned before **inception**.
 - h. HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease;
 - i. pregnancy or childbirth. However, this does not apply to **compassionate leave** granted as a direct result of complications from pregnancy or childbirth;

- j. **asbestos risks**; or
- k. **war, terrorism or nuclear risks**.

How much we will pay

Permanent disablement and death	We will pay you the capital benefit shown in the schedule for permanent disablement or death of each insured person . Only one capital benefit shall be payable for each insured person in respect of the consequences of any one accidental bodily injury .
Temporary disablement	For temporary disablement , we will pay you the weekly benefit shown in the schedule from the date of the insured person's first absence from work until the earlier of: <ul style="list-style-type: none"> 1. the insured person no longer suffering from the temporary disablement; 2. the insured person suffering permanent disablement; 3. the insured person no longer being employed by you; 4. the end of the absence period, for each insured person in respect of the consequences of any one illness or accidental bodily injury . However we will not pay more than the insured person's gross weekly wage .
Compassionate leave	For compassionate leave , we will pay you up to the weekly benefit shown in the schedule from the date of the insured person's first absence from work until the earlier of: <ul style="list-style-type: none"> 1. the insured person returning from compassionate leave; 2. the insured person no longer being employed by you; or 3. two weeks from the commencement of the compassionate leave, for each insured person . However, we will not pay more than the insured person's gross weekly wage and we will not pay for more than one compassionate leave for each insured person in any one period of insurance .
Total event limit	The most we will pay in total for all benefits and expenses in respect of all insured persons injured in any one event is the total event limit shown in the schedule.
Additional cover	The following are also included within, and not in addition to, the total event limit shown in the schedule:
Medical expenses	We will also pay you medical expenses , up to the amount shown in the schedule, incurred in connection with each accidental bodily injury for each insured person .
Physiotherapy treatment expenses	We will also pay you physiotherapy treatment expenses , up to the amount shown in the schedule, incurred in connection with each accidental bodily injury for each insured person .
Counselling expenses	We will also pay you counselling expenses , up to the amount shown in the schedule, incurred in connection with each accidental bodily injury resulting in permanent disablement for each insured person .
Funeral expenses	We will also pay you funeral expenses , up to the amount shown in the schedule, for each insured person .
Retraining expenses	We will also pay you retraining expenses , up to the amount shown in the schedule, incurred in connection with each accidental bodily injury resulting in permanent disablement for each insured person .
Workplace alteration expenses	We will also pay you workplace alteration expenses , up to the amount shown in the schedule, incurred in connection with each accidental bodily injury resulting in permanent disablement for each insured person .
Recruitment expenses	We will also pay you recruitment expenses , up to the amount shown in the schedule, incurred in connection with an accidental bodily injury resulting in death or permanent disablement for each insured person .

Your obligations

We will not make any payment for **illness** or **accidental bodily injury** under this section unless:

1. **you** notify **us** promptly of any **illness** or **accidental bodily injury** to an **insured person** which might be covered under this section;
2. the **insured person** sees a suitably qualified medical practitioner as soon as possible after suffering injury and follows any medical advice they are given.

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

Special definitions for this section

Bail costs	Costs incurred with our prior written agreement to pay for a bond or other financial instrument to guarantee an insured person's bail or equivalent in any other jurisdiction.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an insured person during the period of insurance seeking monetary damages or other legal relief or penalty alleging a wrongful act . Any extradition proceeding made against an insured person during the period of insurance .
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend any claim made against an insured person or to fund an appeal, including any premium paid for an appeal bond or similar bond obtained in relation to it, arising from any judgment, decision or award in relation to any claim .
Employee	<ol style="list-style-type: none"> 1. Any person under a contract of service with you. 2. Any independent person seconded to you. 3. Any applicant or candidate for employment with you.
Employment claim	Any claim by any employee for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy arising solely as a result of the employment or non-employment by you of any current, former or prospective employee .
Extradition proceeding	Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals.
Health and safety/ manslaughter claim	Any claim against any insured person alleging involuntary, constructive or gross negligence manslaughter or any claim under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction.
Insured person	<ol style="list-style-type: none"> 1. Any natural person who was, is, or during the period of insurance becomes a director, partner, member or officer of you. 2. Any de facto director of you whilst acting in such capacity for you. 3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction. 4. Any employee of you. 5. The lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a claim against that person. 6. The estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person.
Investigation	An official examination, official enquiry or official investigation into your business activities conducted by any regulator, government department or other body legally empowered. Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of your industry which is not solely related to your or any insured person's conduct.
Legal representation costs	Reasonable and necessary legal costs, fees, charges and expenses for which any insured person is legally liable, incurred with our prior written consent (not including remuneration of any insured person or other additional costs of yours) for legal representation directly in relation to an investigation .
Loss	In respect of a claim the amount any insured person becomes legally liable to pay for defence costs, legal representation costs , awards of damages including punitive and

exemplary damages where legally permissible, awards of costs including claimants legal costs and expenses and settlements with **our** prior written agreement.

Loss does not include any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits, punitive and exemplary damages in relation to an **employment claim** or the multiplied portion of any damages award unless awarded for defamation.

Outside entity

Any organisation other than **you**:

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

Outside entity does not include:

- a. any company domiciled outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar; or
- b. any company traded on any recognised stock exchange; or
- c. any bank, investment company, investment advisor or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage, insurer or similar organisation.

Pollutant

Any contaminant, irritant or other substance including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).

Pollution

Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any **pollutant** or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any **pollutant**.

Prior and pending litigation date

The date stated as the prior and pending litigation date in the schedule.

Securities

Any debt or equity interest in **you**.

Subsidiary

Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar in which **you**:

1. own directly or through one or more of **your** subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or
2. control a majority of its voting rights under a written agreement with other shareholders or members.

provided that such entity does not trade any of its **securities** on any United States of America exchange.

If an entity ceases to be a **subsidiary** during the **period of insurance**, cover will continue but only for a **claim** against **you** or an **insured person** arising from a **wrongful act** committed before it ceased to be a **subsidiary**.

Wrongful act

Any actual or alleged act, error or omission committed or attempted by an **insured person** arising from the performance of the **insured person's** duties solely in their capacity as **your** director, officer or **employee** including:

1. breach of any duty, including fiduciary or statutory duty.
2. breach of trust.
3. negligence, negligent misstatement, misleading statement or negligent misrepresentation.
4. defamation.
5. wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation).
6. breach of warranty of authority.
7. any other act, error or omission attempted or allegedly committed or attempted by an **insured person** solely because of their status as a director, officer or **employee** of **you**.

You/your

Also includes a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** but only for a **claim** against an **insured person** arising from a **wrongful act** committed after the date of creation or acquisition of such **subsidiary**.

If **you** require cover for any newly created or acquired **subsidiaries** which do not fall within the above parameters, **we** will consider providing cover subject to **you** providing all appropriate information. **We** shall be entitled to amend the terms and conditions of this section during the **period of insurance** and may charge a reasonable additional premium.

What is covered

Claims against an insured person	We will pay on behalf of any insured person the loss arising from a claim against any insured person for any wrongful act within the geographical limits .
Company reimbursement	We will pay on your behalf the loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a claim against an insured person for a wrongful act within the geographical limits . You must pay the relevant excess shown in the schedule. If you are permitted or obliged to provide such payment but fail to do so for any reason other than your insolvency, we will pay the amount of the claim less the relevant excess regardless of whether you advanced payment or indemnified an insured person for such loss .
Health and safety/ manslaughter	We will pay on your behalf loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a health and safety/manslaughter claim , including any equivalent legislation in any other jurisdiction, against an insured person for a wrongful act within the geographical limits . You must pay the relevant excess shown in the schedule.
Extradition proceedings	We will pay on your behalf the loss arising from any extradition proceeding against any insured person during the period of insurance .
Employment	We will pay on behalf of any insured person the loss arising from an employment claim during the period of insurance brought by a current, former or potential employee of yours . This cover does not apply if the insured person is covered under the Management liability – employment practices liability section of this policy.
Outside entity	We will also indemnify the insured person against the sums that person has to pay as loss for a claim arising directly from any wrongful act the insured person commits in their capacity as a director or officer of an outside entity , provided that the insured person acts in that capacity at your specific written request and the claim does not arise from a wrongful act committed after the insured person ceased to act in this capacity. However, we will only pay in excess of any indemnity provided by the outside entity to its directors or officers and any other insurance available to its directors and officers.
Pension or employee benefit schemes	We will pay on behalf of any insured person the loss in respect of a claim arising from an insured person's operation or administration of any pension or employee benefit scheme or trust fund of yours .
Pollution	We will pay on behalf of any insured person the loss in respect of a claim arising from pollution .
Representation costs	<ol style="list-style-type: none"> 1. We will pay on behalf of any insured person the legal representation costs arising from an investigation first notified as being required during the period of insurance. 2. We will pay on your behalf the legal representation costs arising from an investigation against an insured person which you are legally obliged or permitted to pay on behalf of the insured person first notified as being required during the period of insurance.
Bail costs	We will pay on behalf of any insured person bail costs arising from a claim against an insured person for a wrongful act within the geographical limits .
Additional cover	
Additional defence costs	In the event that the limit of indemnity for this section is exhausted we will pay for additional defence costs up to the amount stated in the schedule, provided that the insured person has previously not been the subject of a claim for a wrongful act or series of wrongful acts that led to the exhaustion of the limit of indemnity for this section. This additional cover applies to the payment of defence costs only.

What is not covered

We will not make any payment for any **claim, loss or investigation**:

Deliberate or dishonest acts	<p>1. based upon, attributable to or arising out of:</p> <ul style="list-style-type: none"> a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any insured person; b. an act intended to secure or which does secure a personal profit or advantage to which any insured person was not legally entitled; c. an act intended to secure or which does secure a profit for any other company where an insured person is a director, officer or employee of such company. <p>This exclusion will only apply after a judgment or other final adjudication or an admission by an insured person that such act did occur. We may request that an opinion be obtained from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur. This exclusion shall apply if counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur. Such opinion will be binding on us and the insured person. The costs of such opinion shall be met by us.</p>
Prior claims, investigations and circumstances	<p>2. based upon, attributable to or arising out of any claim, investigation, or loss, or anything likely to lead to a claim, investigation, or loss, which you knew or ought reasonably to have known about before we agreed to insure you, or that has been reported under any policy existing or expired, prior to the start of the period of insurance.</p>
Prior litigation	<p>3. based upon, attributable to or arising out of any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving an insured person, you or an outside entity initiated prior to the prior and pending litigation date.</p>
Defined benefit pension schemes	<p>4. based upon, attributable to or arising out of an insured person's operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.</p>
RICO/SEC/ERISA	<p>5. based upon, attributable to or arising out of the following legislation in the United States of America:</p> <ul style="list-style-type: none"> a. any breach of the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments to this Act or any rules or regulations made under it; b. any breach of the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction arising out of, involving or relating to the sale of securities; c. any breach of the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.
Matters insurable elsewhere	<p>6. for mental or emotional distress (except an employment claim), sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property.</p> <p>This exclusion shall not apply to any health and safety/manslaughter claim.</p> <p>7. based upon, attributable to or arising out of the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.</p>
Claims brought by a related party in the United States of America	<p>8. based upon, attributable to or arising out of any claim brought or maintained by you, an outside entity or an insured person within or subject to the laws of the United States of America, however this exclusion will not apply to:</p> <ul style="list-style-type: none"> a. defence costs; b. any shareholder derivative proceedings in your name without your or any insured person's solicitation, assistance or participation;

	<ul style="list-style-type: none"> c. any claim brought by your liquidator, receiver or administrative receiver or similar body; d. any employment claim; e. any claim made by a past insured person of you; f. any claim seeking a contribution or indemnity if such claim is otherwise covered by this section.
Breach of professional duty	<p>9. based upon, attributable to or arising out of any claim relating to a breach of or failure to provide professional duties or services.</p> <p>This exclusion will not apply to a claim by any of your shareholders including any shareholder derivative proceedings in your name without your or any insured person's voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.</p>
Shareholders	10. brought by or on behalf of any company owning 15% or more of your issued share capital.
Takeovers and mergers	<p>11. based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person after you merge or consolidate with another company or any party acquires more than 50% of your issued share capital.</p> <p>In the event of a subsidiary ceasing during the period of insurance to be a subsidiary cover under this section shall be amended to apply solely to loss arising out of any claim for a wrongful act committed by an insured person prior to the effective date of sale or dissolution.</p>
Share offerings	12. based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person in relation to any actual public offering of your share capital unless we have given our prior written agreement and you have paid any additional premium and accepted any amendments we may require to the terms and conditions of this section.
Financial advantage	13. based upon, attributable to or arising out of the gaining of any financial advantage to which the insured person was not entitled, including the repayment of any wrongfully received monies.
Claims outside the applicable courts	14. based upon, attributable to or arising out of any claim or investigation brought outside the courts set out in the schedule under applicable courts.

Special conditions

General terms	<p>Our rights set in General conditions 2 and 4 apply only to any insured person who had, or ought to have had, knowledge of your failure to comply with the obligations set out in General conditions 1 and 3.</p> <p>General condition 6, Premium payment, applies only to you.</p> <p>General condition 7. Cancellation shall only apply to this section at the end of the period of insurance or the anniversary date.</p> <p>You agree to act on behalf of all the insured persons as regards paying the premium and giving or receiving notice of all matters relevant to this section.</p>
Information provided by an insured person	All information which any insured person provided before we agreed to insure you will be considered as a separate application for each insured person and as such the knowledge of or any statement made by an insured person will not be imputed to any other insured person for the purposes of determining whether cover is available for any claim against such other insured person .
Extended notification period	<p>If we or you cancel this section of the policy for any reason other than non-payment of premium, administration, liquidation or insolvency, you or any insured person may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium.</p> <p>If you do so, the first paragraph of item 1 under Your obligations in this section will then be amended to:</p> <p>We will not make any payment under this section unless you notify us promptly of the following within the period of insurance or at the latest within 12 months after it expires:</p> <p>This extended notification period is only available if:</p>

1. **we** receive written notice of purchase from **you** or an **insured person** and the premium within 30 days following the end of the **period of insurance**; and
2. this section of the **policy** is not replaced or succeeded by any other policy providing directors and officers liability cover; and
3. at the end of the **period of insurance**, **you** have not merged or consolidated with another company, nor has any party acquired 50% or more of **your** issued share capital.

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

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

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

You or any **insured person** will not have the right to purchase an extended notification period if:

1. **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital; or
2. if cover under this section is continued solely as a result of the former directors special condition; or
3. if this section or the **policy** is cancelled.

Takeovers and mergers extended notification period

In the event that **you** merge or consolidate with another company, or any party acquires more than 50% of **your** issued share capital, during the **period of insurance** **you** may on payment of an additional premium of 200% of the annual section premium request that this section continue in force for a period of 72 months from the expiry date of the current **period of insurance**, provided that such extension shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of such takeover or merger.

The extended notification period and former directors special conditions shall not apply to any such extension.

Management buy-outs

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

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

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

Former directors

In the event that **you** do not renew or replace this section of the **policy**, and only in respect of any **insured person** who ceases to be a director prior to the date of non-renewal for reasons other than disqualification or **your** insolvency, administration or liquidation from holding such a position, this section shall continue in force for a period of 120 months from the date of non-renewal (the 'run-off period'), provided that:

1. this section shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of retirement of the **insured person**;
2. the run-off period shall run concurrently with any extended notification period;
3. no similar insurance is effected elsewhere;
4. this section or the **policy** has not been cancelled.

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount **we** pay on an **insured person's** behalf as a director of an **outside entity**, and on **your** behalf, and for **claims** against an **insured person's** spouse, civil or unmarried partner.

Each **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation costs** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

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

Paying out the limit of indemnity

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

Your obligations

Notification

1. **We** will not make any payment under this section:
 - a. unless **you** or an **insured person** notifies **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** or an **insured person** become aware of within the seven days before expiry:
 - i. the **insured person's** first awareness of any **wrongful act**;
 - ii. any **claim** or anything likely to lead to a **claim** against an **insured person** or the **insured person's** lawful spouse, civil or unmarried partner;
 - iii. any **investigation** or anything likely to lead to an **investigation** into **you** or an **insured person**;
 - iv. the threat or commencement of any disqualification proceedings against any **insured person**;
 - v. the threat or commencement of proceedings against any **insured person** for pollution;
 - b. to any **insured person** who, prior to the **period of insurance**, had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**.
2. when dealing with a third-party, **you** or the **insured person** must not admit that **you** or the **insured person** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement. If **you** or an **insured person** does, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result.

Control of defence and payment of a claim

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

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

We shall have the right to participate fully in the defence of any **claim** including negotiation of any settlement. **We** shall have the right to defend any **claim** brought by **you**.

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

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

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

Special definitions for all property sections

Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Breakdown	<ol style="list-style-type: none"> 1. Breaking, failure, distortion or burning out of any part of equipment or a computer whilst in ordinary use, arising from defects in the equipment or computers causing its sudden stoppage and necessitating repair or replacement before it can resume work; or 2. fracturing of any part of equipment or a computer by frost which renders such equipment or computers inoperative; or 3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.
Buildings	<p>The buildings, which belong to you or for which you are legally responsible, at the premises shown in the schedule, including:</p> <ol style="list-style-type: none"> 1. outbuildings and annexes; 2. landlord's fixtures and fittings, fixed fuel tanks; 3. walls, gates, fences, car parks, yards, private roads, pavements and paths at the premises; 4. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains. <p>The land at the premises is not included within this definition.</p>
Business premises	The space you occupy at the premises shown in the schedule located in a building of standard construction unless otherwise notified to us and to which we have confirmed our agreement. This includes any outbuildings you occupy on the same premises.
Communicable Disease	Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.
Computers	Computers and ancillary equipment, which belong to you or for which you are legally responsible, including software and data carrying media but excluding data or information entered by you or on your behalf.
Damage	Accidental physical loss or physical damage.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or subsidence and any ensuing tsunami.
Equipment	<p>Equipment, which belongs to you or for which you are legally responsible:</p> <ol style="list-style-type: none"> 1. built to operate under vacuum or pressure, other than the weight of contents; or 2. used for the generation, transmission or utilisation of energy. <p>Computers are not included in this definition.</p>
Explosion or collapse	<ol style="list-style-type: none"> 1. Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured equipment together with forcible ejection of the contents; or 2. sudden and dangerous distortion of any part of the insured equipment caused by crushing stress by force of steam or other fluid pressure. <p>Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.</p>
Failure	<p>Damage caused by:</p> <ol style="list-style-type: none"> 1. electrical or mechanical breakdown, including rupture or bursting caused by centrifugal force; or

2. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires; or
3. **explosion or collapse** of **equipment** owned or leased by **you** or under **your** control and operating under steam or other fluid pressure; or
4. any condition or event, not otherwise excluded by this section, occurring inside **equipment** operating under steam or other fluid pressure; or
5. any condition or event, not otherwise excluded by this section, occurring inside oil or water storage tanks, hot water boilers or other water heating equipment; or
6. operator error.

Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Identity fraud	Someone, or a group of people, knowingly using a means of identification belonging to you without your knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
Office	The office space you occupy at the premises shown in the schedule located in a building of standard construction unless otherwise notified to us and to which we have confirmed our agreement. The office includes any outbuildings and an annex you occupy on the same premises.
Production or process equipment	Any equipment which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such equipment and any other machine or apparatus used exclusively with such equipment .
Property	Tangible property.
Reconstitution of data	Reconstitution of the data you need to continue your business , if your electronic business records and electronic data have been lost or distorted.
Software	Programmes which run your computers , including both your own operating programmes and application programmes used in the course of your business .
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	Subsidence, landslip or heave.
Venue	The space you occupy at the premises shown in the schedule located in a building of standard construction unless otherwise notified to us and to which we have confirmed our agreement. This includes any outbuildings you occupy on the same premises.

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

Special definitions for this section

Contents	<p>The contents of your office used in connection with the business which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> a. computers; b. goods held in trust, stock and samples; c. works of art or precious metals; d. tenants improvements, decorations, fixtures and fittings and general contents including, if attached to the building, external signs, aerials and satellite dishes; e. pipes, ducting, cables, wires and associated control equipment within the business premises and extending to the public mains. <p>Money and personal effects are not included within this definition.</p>
Hacker	<p>Anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data that you hold electronically.</p>
Money	<p>Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday -with-pay stamps and luncheon vouchers, all belonging to you.</p>
Personal effects	<p>Articles worn, used or carried about the person, excluding cash, bank and currency notes and jewellery.</p>
Rent payable	<p>Rent for the office that you must legally pay whilst the office or any part of it is unusable as a result of damage insured by this section.</p>

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to contents contained in the **office** and any other items specified in the schedule.

Additional cover	<p>The following are also provided up to the amount shown in the schedule:</p>
Costs following glass breakage	<ol style="list-style-type: none"> 1. the necessary and reasonable costs you incur following breakage or scratching during the period of insurance of glass, which belongs to you or for which you are legally responsible, for: <ol style="list-style-type: none"> a. temporary boarding-up; b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass; c. replacement lettering or other ornamental work and alarm foil on glass.
Additions to contents	<ol style="list-style-type: none"> 2. damage occurring during the period of insurance to any additional contents, provided you tell us the additional values as soon as possible and pay the appropriate premium.
Money	<ol style="list-style-type: none"> 3. damage occurring during the period of insurance to money held in connection with the business: <ol style="list-style-type: none"> a. in the office while open for business; b. in the office in a locked safe; c. in transit within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland or whilst at the home of any partner, director or employee of yours in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

Identity fraud	4. the following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud occurring during the period of insurance : <ol style="list-style-type: none"> a. solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness your signature; b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies; c. fees charged when you re-apply for a commercial loan that was originally rejected.
Personal effects	5. damage occurring in the office during the period of insurance to the personal effects of your employees or visitors to the office provided they are not insured elsewhere.
Reconstitution of electronic data	6. the reasonable cost of reconstitution of data as a direct result of damage covered under this section.
Reconstitution of other business documents	7. the reasonable costs of replacing or reconstituting your business documents that are not held electronically and which you need to continue your business , if such documents have been lost or destroyed as a direct result of damage covered under this section.
Lock replacement	8. the costs you incur to replace locks and keys necessary to maintain the security of your business premises or safes following theft of keys involving force and violence occurring during the period of insurance .
Building damage by theft	9. the cost of repairing damage occurring during the period of insurance to the office buildings caused by theft or attempted theft and for which you are legally liable.
Personal assault following robbery or attempted robbery	10. compensation as shown in the schedule if any partner, director or employee of yours is physically injured in the course of your business in a robbery or attempted robbery occurring during the period of insurance either at the office or within the geographical limits and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the period of insurance .
Metered water and fuel	11. the cost that you incur for any metered water and fuel used at the business premises when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of damage occurring during the period of insurance to any storage tank, equipment or piping resulting from a cause not otherwise excluded.
Undamaged tenant's improvements	12. tenant's improvements if your lease is cancelled by the lessor as a consequence of damage occurring during the period of insurance to the business premises , provided the cancellation is a valid condition of your lease and tenant's improvements are an insured item under this policy .
Contents temporarily elsewhere	13. damage occurring during the period of insurance to contents , excluding laptops, mobile phones and other portable equipment, temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland, including whilst in transit.
Contents kept at home	14. damage occurring during the period of insurance to contents used and kept at the home of any partner, director or employee of yours for the purposes of the business , provided the home is in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;

- e. theft from an unattended vehicle unless the item is out of sight in a locked boot;
 - f. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **office** is occupied and in use;
 - g. **date recognition**;
 - h. a **virus** or **hacker**.
2. **damage** to **property** being cleaned, worked on or maintained.
 3. **damage** to any **computers**, **equipment**, oil or water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
 4. loss or distortion of information resulting from error or malfunction of **computers**.
 5. the value to **you** of any lost or distorted information.
 6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
 7. unexplained loss or disappearance or inventory shortage.
 8. loss due to clerical or accounting errors.
 9. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
 10. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
 11. any indirect losses which result from the incident which caused **you** to claim.
 12.
 - a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
 13. the amount of the **excess**.
 14. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in any way responding to a to f. above.

If there is any dispute between **you** and **us** over the application of 14a or 14b above, it will be for **you** to show that the exclusion does not apply.

How much we will pay

Repair and replacement	<p>We will pay up to the amount insured shown in the schedule unless limited below or in the schedule.</p> <p>At our option we will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"> 1. for contents, other than stock and samples or personal effects, the cost of repair or replacement as new. 2. for stock and samples other than second-hand stock or goods held in trust, the cost of repair or replacement at the cost price to you. 3. for second-hand stock, other than goods held in trust, the cost of repair or replacement at the trade market value. 4. for goods held in trust, the lesser of: <ol style="list-style-type: none"> i. your liability in respect of the goods held in trust; or ii. the cost of repair or replacement at the trade market value of such goods. 5. for personal effects, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.
Debris removal	<p>We will pay the necessary and reasonable costs and expenses you incur to remove debris of contents from the premises or the area immediately adjacent, following damage insured by this section.</p>
Under insurance	<p>If, at the time of damage, we establish that the amount insured does not represent the total value of the contents, we will reduce the amount we pay in the proportion that the premium you have paid bears to the premium we would have charged you if you had declared the total value of the contents.</p> <p>We will only apply this calculation if:</p> <ol style="list-style-type: none"> 1. we find that the amount insured is less than 85% of the contents; and 2. we establish that your failure to declare the total value of the contents was not deliberate or reckless and was a breach of your obligation to: <ol style="list-style-type: none"> a. make a fair presentation of the risk to us before the start of the period of insurance; or b. notify us of a change of circumstances in relation to the total value of the contents, which may materially affect the policy; or c. make a fair presentation of the risk to us when notifying us of a change of circumstances in relation to the total value of the contents which may materially affect the policy. <p>This remedy may apply in addition to General conditions 2. b.ii. and 4. b. ii.</p> <p>If your failure to declare the total value of the contents was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.</p>
Index linking	<p>The amount insured for contents will be adjusted monthly in line with any increase in nationally published indices. We will not reduce the amount insured without your consent.</p>
Personal assault following robbery or attempted robbery	<p>We will not pay compensation under more than one heading in the schedule for the same injury.</p>
Pairs and sets	<p>If any contents which have an increased value because they form part of a pair or set are damaged any payment we make will take account of the increased value.</p>
Other interests	<p>Any payment we make will take into account the interest of any party having an insurable interest in the contents insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.</p>

Your obligations

If any damage occurs

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

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

Backing-up electronic data

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

Protections

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

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

Unoccupancy

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

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

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

Special definitions for this section

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

What is covered

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

Additional cover

The following are also provided up to the amount shown in the schedule:

Trace and access

1. **we** will pay for the necessary and reasonable costs **you** incur with **our** consent to locate any **damage** to cables, underground pipes and drains or the source of a gas leak or of any escape of water from permanent internal plumbing, where the **damage**, leakage or escape first occurs during the **period of insurance**. **We** will also pay the cost to make good any **damage** caused as a consequence of locating the **damage** or source of leakage or escape.

Emergency services

2. **we** will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which **you** are liable following **damage** occurring during the **period of insurance** to insured **buildings** not otherwise excluded.

Loss prevention costs

3. **we** will pay for necessary and reasonable costs that **you** incur to protect the **buildings** from imminent insured **damage** occurring during the **period of insurance**.

Additions to buildings

4. **we** will pay for **damage** occurring during the **period of insurance** to any additions or improvements of **standard construction** to the **buildings** once they are completed and become **your** legal responsibility, provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

Inadvertent omissions

5. having notified **us** of the intention to insure all **buildings** in which **you** have an interest and it being **your** understanding that all **property** is accounted for, if any such **property** is found to have been omitted, **we** will deem it to be insured within the terms of this **policy**, provided it is of **standard construction**. This is subject to payment of the appropriate premium either from **policy** inception or from the date which **you** became legally responsible for such **property**.

Selling the buildings

6. if **you** are selling the **buildings**, this **policy** will cover the **buildings** for the buyer from the time **you** exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this **policy**.

Trees, shrubs and plants

7. **we** will pay for **damage** occurring during the **period of insurance** to trees, shrubs or plants at **your business premises**, which are owned by **you** or for which **you** are legally responsible, as a result of fire or explosion.

Discharge of oil

8. **we** will pay the necessary and reasonable additional costs and expenses **you** incur with **our** consent to decontaminate the land at the premises shown in the schedule following accidental discharge of oil, other than resulting from **failure** of the storage tank, from any oil fired heating appliance or storage tank occurring during the **period of insurance**.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. settlement or bedding-down of new structures;
 - c. settlement or movement of made-up ground;
 - d. coastal or river erosion;
 - e. collapse or cracking, other than **damage** to the main building resulting from **subsidence**;
 - f. **subsidence**:
 - i. to walls, gates and fences, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time and by the same cause;
 - ii. to solid floors unless the walls are physically damaged at the same time and by the same cause;
 - g. demolition, building work or groundwork on the premises;
 - h. a rise in the water table;
 - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - j. **storm** or **flood** to gates or fences;
 - k. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the building is occupied and in use;
 - l. **date recognition**;
 - m. any **virus**.
2. **damage** to any **computers, equipment**, oil and water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
3. misuse, faulty workmanship, defective design or the use of faulty materials.
4. the cost of maintenance or routine redecoration.
5. any indirect losses which result from the incident which caused **you** to claim.
6.
 - a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination. This clause does not apply to the cover under **What is covered**, Discharge of oil.
7. the amount of the **excess**.
8. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

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

How much we will pay

Rebuilding and repair	We will pay up to the amount insured unless limited below or in the schedule, but we will not pay more than the amount insured in total for the cost of rebuilding or repair and other costs combined.
Other costs	<p>We will pay the cost of rebuilding or repairing the buildings to a condition equal to but not better or more extensive than their condition when new, provided you carry out the rebuilding or repair and do so without unreasonable delay.</p> <p>We will pay the following necessary and reasonable costs and expenses you incur in rebuilding or repairing following damage insured by this section:</p> <ol style="list-style-type: none"> a. the cost of removing debris of the buildings from the premises or the area immediately adjacent; b. the cost of dismantling, demolishing, shoring up or propping up any part of the buildings; c. the cost of complying with any statutory or local authority requirement regarding the damaged part of the buildings, unless notice of such requirement was served before the damage and provided the buildings were originally built according to any government and local authority regulations in force at that time; d. the fees of architects, surveyors or consulting engineers; e. clearing, cleaning and repairing drains, gutters, sewers and the like on your premises which are blocked or damaged. <p>We will not pay for the cost of preparing a claim.</p>
Special rebuilding conditions	You may rebuild or replace buildings which are totally destroyed in any manner suitable to your requirements and/or on another site provided this does not increase the cost.
Under insurance	If, at the time of damage , the amount insured is less than 85% of the total rebuilding cost of the buildings including an allowance for other costs, the amount we pay will be reduced in the same proportion as the under insurance.
Index linking	The amount insured for buildings will be adjusted monthly in line with any change in nationally published indices. We will not reduce the amount insured without your consent.

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you:</p> <ol style="list-style-type: none"> 1. notify us promptly of any damage which might be covered; 2. report to the police, as soon as is reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; 3. arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.
Unoccupancy	<p>You must tell us immediately if the buildings, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p> <p>If you do not tell us, we will not make any payment for damage occurring while the buildings are unoccupied, other than where caused by fire, lightning, earthquake or aerial impact.</p>

Special conditions

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

Please read the schedule to see if **your** loss of **income**, loss of **gross profit**, or **additional increased costs of working** are covered.

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

Special definitions for this section

Additional increased costs of working	The additional costs and expenses, not including the costs of reconstitution of data , reasonably incurred by you with our prior consent in order to continue your business or minimise your loss of income or loss of gross profit during the indemnity period and not limited to the reduction in income or gross profit saved.
Alternative hire costs	The reasonable hire costs incurred by you during the period of insurance for the necessary hire of a substitute item of similar type and capacity either whilst property is being repaired or until permanently replaced, following insured damage or insured failure .
Annualised amount insured	The amount insured divided by the indemnity period multiplied by 12.
Gross profit	The difference between the sum of your income , closing stock and work in progress and the sum of your opening stock, work in progress and uninsured working expenses .
Income	The total income of the business carried out from your office .
Increased costs of working	The costs and expenses necessarily and reasonably incurred by you for the sole purpose of minimising the reduction in income to your business during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period, in months, beginning at the date of the insured damage or insured failure , or the date the restriction is imposed, and lasting for the period during which your income is affected as a result of such insured damage , insured failure or restriction, but for no longer than the number of months shown in the schedule.
Insured damage	<p>Damage, other than failure, to property provided that:</p> <ol style="list-style-type: none"> a. the damage is not otherwise excluded by the buildings or contents or other property section of this policy; and b. payment has been made or liability admitted by the insurer under any insurance covering such damage.
Insured failure	<p>Failure of equipment, computers, oil or water storage tanks and other insured items provided that:</p> <ol style="list-style-type: none"> a. the failure is not otherwise excluded by the equipment breakdown section of this policy; and b. payment has been made or liability admitted by us under the equipment breakdown section of this policy.
Notifiable human disease	<p>Any of the following human infectious or human contagious diseases, an outbreak of which must be notified to the local authority.:</p> <ol style="list-style-type: none"> a. acute encephalitis; b. anthrax; c. cholera; d. dysentery; e. legionellosis; f. legionnaires disease; g. leptospirosis; h. paratyphoid fever;

- i. rabies; or
- j. tetanus.

Rate of gross profit	The percentage produced by dividing gross profit by your income during the financial year immediately before the date of any insured damage, insured failure or restriction.
Rent	Rent: <ul style="list-style-type: none"> a. for the office that you must legally pay whilst the office or any part of it is unusable as a result of insured damage, insured failure or restriction; b. that you cannot legally recover from your tenants whilst the buildings or any part are unusable as a result of insured damage, insured failure or restriction.
Uninsured working expenses	Purchases less discounts received, bad debts, rent and any other item described in the schedule.

What is covered

We will insure **you** for **your** financial losses and any other items specified in the schedule, resulting solely and directly from an interruption to **your business** caused by:

Financial losses from insured damage	1. insured damage to property: <ul style="list-style-type: none"> a. insured under any property section of this policy, other than equipment breakdown; or b. insured elsewhere, but not under this policy, provided the damage occurred whilst the property was contained in the office.
Denial of access	2. insured damage to property in the vicinity of the office which prevents or hinders your access to the office .
Suppliers	3. insured damage , other than damage caused by flood or earth movement , arising at the premises of one of your suppliers operating and based in the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar, other than water, gas, electricity or telecommunications services.
Public utilities	4. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar to the office for more than 24 consecutive hours caused by insured damage , other than damage caused by flood or earth movement , to any land based premises of the supply authority or the terminal feed to your office or business premises or to underground pipes or underground cables conveying such services from the supply authority to your premises.
Public authority	5. your inability to use the office due to restrictions imposed by a public authority during the period of insurance following: <ul style="list-style-type: none"> a. a murder or suicide; b. an occurrence of a notifiable human disease; c. injury or illness of any person traceable to food or drink consumed on the premises; d. defects in the drains or other sanitary arrangements; e. vermin or pests at the premises.
Equipment breakdown	6. insured failure .

What is not covered

1. **We** will not make any payment for any interruption to **your business** directly or indirectly caused by, resulting from or in connection with **terrorism**.
2. **We** will not make any payment under this section if **your business** is discontinued permanently or if a liquidator or receiver is appointed.
3. **We** will not make payment for any interruption or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any **communicable disease** or the fear or threat of any **communicable disease**. However, this exclusion does not apply to **What is covered**, Public authority 5b in respect of any diseases listed within the definition of **notifiable human disease**.

How much we will pay

We will pay up to the **amount insured** unless limited below or shown in the schedule. **We** will pay for no longer than the period shown in the schedule against each item insured. If **you** are accountable to the tax authorities for value added tax, the amount **we** pay will be exclusive of such tax.

The amount **we** pay for each item will be calculated as follows:

Loss of income

the difference between **your actual income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working** and **alternative hire costs**.

Loss of gross profit

the sum produced by applying the **rate of gross profit** to any reduction in **income** during the **indemnity period** plus **increased costs of working** and **alternative hire costs**, less any business expenses or charges which cease or are reduced.

Outstanding debts

any of **your** outstanding debts which **you** are unable to recover following loss of **your** accounting records as a direct result of **insured damage** or **insured failure**.

Accountant's charges

The amount **we** will pay for loss of **income**, or loss of **gross profit** if applicable, includes the reasonable charges **you** pay to **your** professional accountant for producing information **we** require in support of a request for settlement under this section.

Under insurance

If, at the time of **insured damage**, **insured failure** or restriction, **we** establish that the **annualised amount insured** declared to **us** does not represent **your actual income** or **your actual gross profit** during the 12 months immediately preceding the date of the **insured damage**, **insured failure** or restriction, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared **your actual income** or **your actual gross profit**.

We will only apply this calculation if:

1. **we** establish that the **annualised amount insured** is less than 85% of **your actual income** or **your actual gross profit** during the 12 months immediately preceding the start of the **period of insurance**; and
2. **we** establish that **your** failure to declare **your actual income** or **your actual gross profit** was not deliberate or reckless and was a breach of **your** obligation to make a fair presentation of the risk to **us** before the start of the **period of insurance**.

This remedy may apply in addition to General condition 2. b.ii. If **your** failure to declare **your actual income** or **your actual gross profit** was deliberate or reckless, the remedy under General condition 2.a. will apply.

Business trends

The amount **we** pay for loss of **income** or loss of **gross profit** will be amended to reflect any special circumstances or business trends affecting **your business**, either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the **insured damage**, **insured failure** or restriction had not occurred.

Your obligations

If any damage occurs	We will not make any payment under this section unless you notify us promptly of any damage or event which might prevent or hinder you from carrying on your business .
Property insurance	Where the damage involves property you own or are legally responsible for, we will not make any payment unless you have property insurance in force covering the damage and payment has been made, or liability admitted, under that insurance for the damage .
Accounts records	You must keep a record of all amounts owed to you and keep a copy of the record away from the office . If you do not, we may reduce any payment we make by an amount equal to the detriment we have suffered as a result.

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

Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
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 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; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, erected, installed, tested, maintained or cleaned 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.
Treatment	Cosmetic treatments and procedures performed by you during the course of your business activities .
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none"> a. bodily injury or property damage occurring during the period of insurance; b. personal injury or denial of access committed during the period of insurance, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners or any employee or spouse of such person against legal liability as a result of bodily injury, property damage or personal injury 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:</p> <ol style="list-style-type: none"> a. where indemnity arises out of the ownership or occupation of land or buildings; b. where indemnity is provided by any other insurance.
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none"> a. has not, in our reasonable opinion, caused or contributed to the claim against them;

- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Cross liabilities

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

Additional cover

Court attendance compensation

If any person within the definition of **you** 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	<p>A. We will not make any payment for any claim or loss directly or indirectly due to:</p> <ul style="list-style-type: none"> 1. loss of or damage to any property belonging to you or which at the time of the loss or damage is in your care, custody or control. This does not apply to premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your business. 2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. <p>This does not apply to:</p> <ul style="list-style-type: none"> a. any tool of trade; b. the loading or unloading of any vehicle off the highway.
Injury to employees	<ul style="list-style-type: none"> 3. bodily injury to any person arising out of and in the course of their employment under a contract of service or apprenticeship with you.
Pollution	<ul style="list-style-type: none"> 4. <ul style="list-style-type: none"> a. <ul style="list-style-type: none"> 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.
Computer virus	<ul style="list-style-type: none"> 5. transmission of a computer virus.
Professional advice	<ul style="list-style-type: none"> 6. designs, plans, specifications, formulae, directions or advice prepared or given by you.
Your products	<ul style="list-style-type: none"> 7. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts. 8. <ul style="list-style-type: none"> a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products; b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products; c. any products that are: <ul style="list-style-type: none"> i. non-proprietary brands; ii. proprietary brands that are not used in accordance with the guidelines of the General Medical Council (GMC), the General Dental Council (GDC) or the Nursing and Midwifery Council (NMC) or the guidelines of any replacement regulatory body;

- iii. not registered with either the United States Food and Drug Administration (USFDA) or European Medicines Agency (EMA);
- iv. sourced from outside the European Union; or
- v. repackaged, repaired, altered, constructed, treated, serviced or reformed by **you**.

Inefficacy	9. inefficacy.
Deliberate or reckless acts	10. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	11. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	12. date recognition.
War, terrorism and nuclear	13. war, terrorism or nuclear risks.
Asbestos	14. asbestos risks.
Sub-contractor's insurance	15. any work undertaken by any of your sub-contractors operating under their own trading name, unless you ensure the sub-contractor maintains: <ul style="list-style-type: none"> a. employers' liability insurance; and b. public liability insurance with a minimum limit of indemnity of £2,000,000 which indemnifies you as a principal.
Malpractice and Samaritan acts	16. any treatment prepared or provided by you . B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against you resulting from work you undertake in any country outside the geographical limits .

How much we will pay

We will pay up to the limit of indemnity shown 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 **excess** 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

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. We will also pay for defence costs for those claims until the limit of indemnity has been exhausted. You must pay the relevant excess shown in the schedule.
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 , including any claims forming part of a series of other claims regarded as one claim under this section. The most we will pay for defence costs in relation to pollution claims is the amount shown in the schedule. You must pay the relevant excess shown 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**. **You** must pay the relevant **excess** shown in the schedule.

Court attendance compensation

We will pay **you** the following compensation for each day, or part day:

1. **You** or **your** partner or director £250
2. Any other employee £100

The most **we** will pay for the total of all court attendance compensation is £10,000.

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:
 - a. unless **you** notify **us** promptly of any claim or threatened claim against **you**. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.
You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your** policy number:
by email to: liability.claims@hiscox.com; or
by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
 - b. unless **you** notify **us** within seven days of a claim or anything which may give rise to a claim under this section, arising out of **bodily injury**. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.
You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your** policy number:
by email to: liability.claims@hiscox.com; or
by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
 - c. unless **you** notify **us** as soon as practicable of **your** discovery that **products** are defective.
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 **we** have suffered as a result.

Correcting problems

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. If **you** do not, **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

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

Special definitions for this section

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

What is covered

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

- a. the **bodily injury** is caused during the **period of insurance** and arises out of and in the course of his or her employment in **your business**; and
- b. **we** would have covered **your** liability if **you** had caused the **bodily injury**; and
- c. there is no appeal outstanding; and
- d. the **employee** assigns his or her judgment to **us**.

Additional cover

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day, that their attendance is required by **our** solicitor.

What is not covered

We will not make any payment for:

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

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

Special limits

- Terrorism
- The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount shown in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.
- Criminal proceedings costs
- We** will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.
- Court attendance compensation
- We** will pay **you** the following compensation for each day, or part day:
1. **You** or **your** partner or director £250
 2. Any other **employee** £100
- The most **we** will pay for the total of all court attendance compensation is £10,000.

Your obligations

If a problem arises

1. **We** will not make any payment under this section:
 - a. unless **you** notify **us** within seven days of anything which may give rise to a claim under this section. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

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

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

by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
 - b. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
2. when dealing with **your employee** or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory insurance clause

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

**Thank you for
signing up with
Business HR
Solutions**

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

Website access

To access the website, please follow these simple steps:

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

Website resources

Included as standard through an easy to navigate website:

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

Advice helpline

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

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

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

Support

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

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

Special definitions for this section

Hacker	Anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data that you hold electronically.
Personal effects	Articles worn, used or carried about the person.
Portable equipment	Portable equipment used in connection with your business which belongs to you or for which you are legally responsible, including: <ol style="list-style-type: none"> computers including laptops and tablets; mobile phones; television and video equipment; tools; accessories associated with any of the above; goods held in trust.

What is covered

Additional cover	We will insure you against damage occurring during the period of insurance to portable equipment within the geographical limits .
Reconstitution of electronic data	The following are also provided up to the amount shown in the schedule: <ol style="list-style-type: none"> the reasonable costs of reconstituting the data you need to continue your business, if your electronic business records and electronic data have been lost or distorted as a direct result of damage covered under this section.
Additions to portable equipment	<ol style="list-style-type: none"> damage occurring during the period of insurance to any additional portable equipment, provided you tell us the additional values as soon as possible and pay the appropriate premium.

What is not covered

We will not make any payment for:	<ol style="list-style-type: none"> damage caused by: <ol style="list-style-type: none"> wear and tear, inherent defect, rot, fungus, mould, vermin or infestation or any gradually operating cause; theft or attempted theft from an unattended vehicle unless the item is out of sight in a locked boot or locked storage compartment; a virus or hacker; dryness or humidity, being exposed to light or extreme temperatures, unless the damage is caused by storm or fire. damage to portable equipment away from the business premises unless the portable equipment is in your care, custody, or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or premises. damage to portable equipment being cleaned, worked on or maintained. damage to any portable equipment directly resulting from its own failure. damage to personal effects. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials. loss or distortion of information resulting from error or malfunction of portable equipment. the value to you of any lost or distorted information.
--	---

9. unexplained loss or disappearance.
10. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
11. any indirect losses which result from the incident which caused **you** to claim.
12. the amount of the **excess**.
13. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland ;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

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

How much we will pay

Repair and replacement	<p>We will pay up to the amount insured shown in the schedule unless limited below or in the schedule.</p> <p>At our option we will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"> 1. for portable equipment the cost of repair or replacement as new; 2. for goods held in trust, the lesser of: <ol style="list-style-type: none"> i. your liability in respect of the goods held in trust; ii. the cost of repair or replacement at the trade market value of such goods.
Under insurance	<p>If, at the time of damage, we establish that the amount insured does not represent the total value of the portable equipment, we will reduce the amount we pay in the proportion that the premium you have paid bears to the premium we would have charged you if you had declared the total value of the portable equipment.</p> <p>We will only apply this calculation if:</p> <ol style="list-style-type: none"> 1. we find that the amount insured is less than 85% of the portable equipment; and 2. we establish that your failure to declare the total value of the portable equipment was not deliberate or reckless and was a breach of your obligation to: <ol style="list-style-type: none"> a. make a fair presentation of the risk to us before the start of the period of insurance; or b. notify us of a change of circumstances in relation to the total value of the portable equipment, which may materially affect the policy; or c. make a fair presentation of the risk to us when notifying us of a change of circumstances in relation to the total value of the portable equipment which may materially affect the policy. <p>This remedy may apply in addition to General conditions 2. b. ii. and 4. b. ii.</p> <p>If your failure to declare the total value of the portable equipment was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.</p>
Other interests	<p>Any payment we make will take into account the interest of any party having an insurable interest in the portable equipment insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.</p>

Your obligations

If any damage occurs

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

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

Backing-up electronic data

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

Cyber and data insurance Policy wording

Please read the schedule to see whether you are covered by this section for Your own losses, Claims and investigations against you, Financial crime and fraud or Property damage.

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

Special definitions for this section

Additional business expenses	The reasonable and necessary additional costs incurred as a direct result of a cyber attack , but not including any normal overhead costs, general business expenses, salaries or wages incurred by you or any other person or entity entitled to coverage under this section.
Additional increased costs of working	The reasonable and necessary additional costs and expenses, not including the costs of reconstitution of data, incurred by you with our prior written agreement in order to continue your business or minimise your loss of income during the indemnity period and not limited to the reduction in income saved.
Advertising	Advertising, publicity or promotion in or of your products or services.
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule. For the purposes of privacy investigations and investigations, 'applicable courts' shall mean the countries stated as the applicable courts in the schedule.
Breach	The unauthorised acquisition, access, use or disclosure of, or the loss or theft of, personal data or confidential corporate information.
Breach costs	<p>The reasonable and necessary costs incurred by you with our prior written agreement in direct response to an actual or suspected breach, including but not limited to:</p> <ol style="list-style-type: none">1. legal costs to:<ol style="list-style-type: none">a. provide advice to you in connection with your investigation of a breach;b. assist with the preparation of notifications to any regulator and affected data subjects; andc. determine and pursue any indemnity under a written agreement with a third-party;2. breach forensic costs;3. costs incurred to notify:<ol style="list-style-type: none">a. each affected data subject of the breach; andb. any regulatory body, including but not limited to the Information Commissioner's Office, of the breach;where you are required by any law or regulation to do so or where you do so voluntarily;4. costs you incur to use a third-party call centre to answer enquiries from affected data subjects following notification of the breach to such data subjects;5. credit monitoring costs; and6. costs to monitor the dark web for the appearance of any information accessed in the course of a breach; <p>but not including any overhead costs, general business expenses, salaries or wages incurred by you or any other person or entity entitled to coverage under this section.</p>
Breach forensic costs	<p>Costs you incur for:</p> <ol style="list-style-type: none">1. computer forensic analysis conducted by outside forensic experts to:<ol style="list-style-type: none">a. confirm whether or not a breach has occurred;b. identify any affected data subjects; andc. stop or contain the breach; and

Cyber and data insurance Policy wording

2. outside legal fees necessary for the preservation of the lawyer-client privilege of forensic reports and findings.

Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding or any assertion of liability or any written demand for financial compensation or injunctive relief first made against you within the applicable courts .
Computer system	Any programs , computer network, hardware, software, information technology or communications system, including any email system, intranet, extranet or website.
Credit monitoring costs	The reasonable and necessary costs incurred by you with our prior written agreement to provide credit monitoring services or other credit protection services to each affected data subject .
Cyber attack	Any digital attack designed to disrupt access to or the operation of a computer system , including but not limited to any: <ol style="list-style-type: none"> 1. malicious search engine optimisation; 2. malicious clicking on any pay-per-click links; 3. crypto-jacking; or 4. denial of service attack or distributed denial of service attack.
Cyber ransom losses	Following an illegal threat : <ol style="list-style-type: none"> 1. the reasonable and necessary fees of our appointed consultant, incurred by you with our prior written agreement, for advising you on the handling and negotiation of the ransom demand; 2. the cost of any ransom demand from the third-party or, if the demand is for goods or services, their market value at the time of the surrender; and 3. the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.
Data asset	Any electronic data or software.
Data recovery costs	The reasonable and necessary costs and expenses incurred with our prior written agreement to regain access to your data asset , or to replace, restore or repair your data asset from back-ups, originals, or other sources. This does not include: <ol style="list-style-type: none"> 1. costs incurred after it has been established that your data asset cannot be replaced, restored or repaired, or access to it cannot be regained; 2. the economic value of your data asset, including the value of any trade secrets; 3. costs to restore, update, or replace your data asset to a level beyond that which existed prior to the event, unless your data asset can only be replaced, restored or repaired by purchasing a newer equivalent; or 4. costs to research or develop your data asset or to recreate, gather or assemble facts, concepts or information needed to reproduce your data asset.
Data subject	Any natural person who is the subject of personal data .
Defence costs	The reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim .
Dependent business	Any individual or entity that provides you with outsourced business processes or information technology services pursuant to a written contract.
Employee	Any individual performing employment duties solely on your behalf in the ordinary course of your business and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform such duties. This does not include you

Cyber and data insurance Policy wording

or **your** sub-contractors or outsourcers.

Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of your computer system or your data asset held by you or on your behalf.
Illegal threat	Any threat from a third-party, including an employee but not you , to: <ol style="list-style-type: none">1. damage, destroy or corrupt your computer system, a data asset you hold electronically or any data for which you are responsible, including by specifically introducing a virus; or2. disseminate, divulge or use any electronically held commercial or personal information which:<ol style="list-style-type: none">a. you are responsible for; andb. will cause commercial harm if made public,following any unauthorised external electronic access by that third-party; or3. carry out a cyber attack against you.4. not withdraw from doing anything in 1. to 3. above.
Income	The total income of your business , less any savings resulting from the reduced costs and expenses.
Increased costs of working	The reasonable and necessary costs and expenses incurred by you for the sole purpose of minimising the reduction in income during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period, in months, beginning at the date the interruption to your business commences and lasting for the period during which your income is affected as a result of such interruption, but for no longer than the number of months shown in the schedule.
Information technology services	Computer and electronic technology services, including but not limited to cloud computing and other hosted computer resources. However, this does not include any internet service provider or telecommunications provider.
Insured equipment	Any property shown on the schedule that forms part of your computer system used for your business , including but not limited to computers, servers, telephones, smartphones, tablets, televisions, printers, scanners, cameras, sensors, smart speakers and other internet connected devices.
Insured person	Any natural person who is, or during the period of insurance becomes, a statutory director, partner or officer of you .
Loss	Any financial harm caused to your business .
Money	Cash, coin, bank and currency notes, bullion, funds, cheques, registered cheques, travellers' cheques, postal orders, bank drafts, money orders or any electronic, digital, online or cryptocurrency.
Operational error	Any negligent act, error or omission by an employee or supplier of yours in the: <ol style="list-style-type: none">1. creation, handling, entry, modification or maintenance of any data asset; or2. on-going operation, maintenance (including but not limited to installation, upgrading or patching), and development of your computer system.
Outsourced business processes	Services supporting the operation of your business functions, including but not limited to human resources, call centre, and fulfilment services. This does not include the provision of products or services as part of your supply chain.
PCI charges	Any charges, fines, penalties, levies, costs, recertification costs, expenses, assessments, contractual damages or imposition of liabilities of any nature arising as a direct result of your failure to comply with PCI DSS due to a breach , including any sums in relation to card reissuance or fraudulent transactions.

Cyber and data insurance Policy wording

PCI DSS	Payment Card Industry Data Security Standard or any similar or successor standard or regime.
Personal data	Any individually identifiable information about a data subject , including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.
Privacy forensic costs	The reasonable and necessary costs incurred by you with our prior written agreement for forensic services conducted by outside forensic experts to assist in the defence of a claim .
Privacy investigation	Any official examination, official inquiry or official investigation based on the same circumstances as any breach or claim under What is covered, B. Claims and investigations against you , Privacy liability 1. a., b., or d., conducted by any regulator, government department or other legally empowered body within the applicable courts .
Privacy investigation costs	The reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a privacy investigation or an investigation for any actual or alleged breach of the Data Protection Act 2018 or General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.
Property	Tangible property.
Public relations costs	The reasonable costs incurred with our prior written agreement: <ol style="list-style-type: none"> 1. for a public relations or crisis management consultant to assist you in re-establishing your business reputation and to respond to media reports, including the development and communication of a strategy to repair your reputation; 2. to issue statements via email or your website and social media accounts, including managing and monitoring your social media sites; and 3. for any other reasonable and proportionate measures taken to protect or re-establish the reputation of your business.
Regulatory award	Following a privacy investigation , any civil or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages, including but not limited to those imposed by any national, federal, state or local governmental body or any licensing organisation, if insurable in the jurisdiction where such award was first ordered, but not including PCI charges .
Securities	Negotiable and non-negotiable instruments or contracts, in physical or electronic form, which represent money or property .
Security failure	Any failure by you or by others on your behalf (including but not limited to your sub-contractors and outsourcers) in securing your computer system against unauthorised electronic access or use.
Social engineering communication	Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of money, securities or property that such person or third-party is not entitled to, where such person improperly: <ol style="list-style-type: none"> 1. impersonates or claims to be another person who would be lawfully entitled to possession of or access to, or to authorise transactions in respect of, such money, securities or property had they made such a request; or 2. assumes the identity of another person who you or someone on your behalf reasonably believes exists and would be lawfully entitled to possession of or access to such money, securities or property had they existed and made such request.
Subsidiary	An entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar: <ol style="list-style-type: none"> 1. that has been identified in the presentation of the risk for this policy and of which you own more than 50% of the book value of the assets or of the outstanding voting rights on the first day of the period of insurance; or 2. which you acquire during the period of insurance:

Cyber and data insurance Policy wording

- a. where the turnover at the date of acquisition is less than 10% of **your** existing turnover;
- b. where the acquired entity's business is the same as **yours**; and
- c. which has not suffered any loss or been subject to any claim with a value greater than the **excess**, which would have been covered under this section of the **policy**.

Time excess

The period shown in the schedule as the time excess, being the period immediately following an interruption during which no cover is provided under **What is covered, A. Your own losses, e. Business interruption losses, f. Reputation protection, Operational error or Dependent business interruption**.

You/your

Also includes:

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

What is covered

A. Your own losses

If during the **period of insurance**, and in the course of **your business** or **advertising**, you discover or reasonably suspect any:

1. **breach**;
2. **security failure**;
3. **illegal threat**; or
4. **cyber attack** against you;

we will pay:

Breach costs

- a. **breach costs**;

Cyber ransom losses

- b. **cyber ransom losses**;

Cyber attack losses

- c. **additional business expenses**, including but not limited to:
 - i. the increased cost of power;
 - ii. the increased cost of internet usage;
 - iii. the reasonable and necessary costs to restore **your** search engine rating; and
 - iv. the cost of any malicious pay-per-click clicks, suffered or incurred by **you** as a direct result of a **cyber attack**;

Data recovery costs

- d. **data recovery costs**;

Business interruption losses

- e. **your**:
 - i. loss of **income**;
 - ii. **increased costs of working**; and
 - iii. **additional increased costs of working**, where shown on the schedule; resulting solely and directly from a partial or total interruption to **your business** commencing during the **period of insurance** and lasting longer than the **time excess**;

Reputation protection

- f.
 - i. **public relations costs**; and
 - ii. **your** loss of **income** and any **increased costs of working** resulting solely and directly from the damage to **your** reputation; and

Cyber and data insurance Policy wording

Key person cover	<p>g. the reasonable and necessary costs incurred by you with our prior written agreement to engage a consultant to:</p> <ul style="list-style-type: none"> i. undertake the day-to-day work of a senior manager or director to the extent that such individual is unable to fulfil his or her usual responsibilities as a direct result of their time being diverted to the management of a covered breach, security failure, illegal threat or cyber attack; or ii. manage your response to a covered breach, security failure, illegal threat or cyber attack, to enable a senior manager or director to fulfil his or her usual responsibilities.
Breach by suppliers	<p>We will indemnify you against any loss falling within the scope of What is covered, A. Your own losses, which arises as a result of any breach directly caused by a supplier of yours.</p> <p>The following covers are also provided where shown in the schedule:</p>
Operational error	<p>If you suffer an interruption to your business, which commences during the period of insurance and lasts longer than the time excess, and which is caused by an operational error, we will indemnify you against any:</p> <ul style="list-style-type: none"> 1. loss of income; 2. increased costs of working; 3. additional increased costs of working, where shown on the schedule; 4. data recovery costs; and 5. public relations costs; <p>resulting solely and directly from such operational error.</p>
Dependent business interruption	<p>If you suffer an interruption to your business, which commences during the period of insurance and lasts longer than the time excess, and which is caused by a dependent business suffering a security failure or cyber attack, we will indemnify you against any:</p> <ul style="list-style-type: none"> 1. loss of income; 2. increased costs of working; 3. additional increased costs of working, where shown on the schedule; 4. data recovery costs; and 5. public relations costs; <p>resulting solely and directly from such security failure or cyber attack. For the purposes of this cover, the dependent business shall be treated as 'you' for the purposes of the definition of security failure.</p>
B. Claims and investigations against you	<p>If during the period of insurance, and in the course of your business or advertising within the geographical limits:</p>
Privacy liability	<ul style="list-style-type: none"> 1. any party brings a claim against you for any actual or alleged: <ul style="list-style-type: none"> a. breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data; b. breach of duty to maintain the security or confidentiality of personal data; c. breach of any duty of confidence, including in respect of any commercial information; or d. breach of any contractual duty to maintain the security or confidentiality of personal data, including under a payment card processing agreement with any bank or payment processor or under your public facing privacy policy;
Privacy investigations	<ul style="list-style-type: none"> 2. you are the subject of a privacy investigation;
GDPR investigations	<ul style="list-style-type: none"> 3. you are the subject of an official examination, official inquiry or official investigation based on any actual or suspected breach of the General Data Protection Regulation

Cyber and data insurance Policy wording

	(EU) 2016/679, including any similar or successor legislation or regulation;
PCI liability	4. any party brings a claim against you for any actual or alleged breach of PCI DSS ;
Online liability	5. any party brings a claim against you for any actual or alleged: <ul style="list-style-type: none"> a. infringement of any intellectual property rights; b. defamation, including but not limited to libel, slander, trade libel, product disparagement or malicious falsehood; or c. breach of any licence; <p>which directly arises from the content of your email, business social media accounts, intranet, extranet or website, including alterations or additions made by a hacker; or</p>
Network security and personal data events	6. any party brings a claim against you for any actual or alleged: <ul style="list-style-type: none"> a. transmission of a virus; b. denial of service attack against a third party; c. unauthorised acquisition, access, use, or disclosure of personal data or confidential corporate information that is held or transmitted in any form; or d. prevention of authorised electronic access to any computer system, personal data or confidential corporate information; <p>we will pay:</p> <ul style="list-style-type: none"> a. the amount agreed by you and us through good faith negotiation, mediation or some other form of alternative dispute resolution to settle the claim or the amount to satisfy a judgment or arbitration award against you, including any judgment or award ordering you to pay claimants' lawyers' fees and costs; b. any regulatory award; c. PCI charges; d. privacy forensic costs and privacy investigation costs; and e. defence costs, but we will not pay costs for any part of a claim, privacy investigation or investigation not covered by this section.
C. Financial crime and fraud	If during the period of insurance , and in the course of your business within the geographical limits , you discover a loss directly from:
Electronic theft	1. the criminal taking or misappropriation by electronic means of money , securities , or property belonging to you ;
Telephone toll fraud	2. the unauthorised and criminal use by someone, other than you or an employee , operating outside of premises used for your business , of any telephone lines used by you , including but not limited to fixed line, voice over internet protocol and mobile;
Social engineering	3. the transfer by you of your money , securities or property in direct response to a social engineering communication ;
Client social engineering loss	4. a client transferring money , securities or property , which you were entitled to receive, to a third-party in direct response to a social engineering communication purportedly sent from your computer system as a direct result of a hacker . For the purposes of this cover: <ul style="list-style-type: none"> a. the client shall be treated as 'you' for the purposes of the definition of social engineering communication; and b. the definition of hacker does not include any of your employees, sub-contractors or outsourcers.
Fraudulent use of your electronic identity	5. the fraudulent or dishonest use of the electronic identity of your business , including but not limited to:

Cyber and data insurance Policy wording

- a. the obtaining of credit in **your** name;
- b. the electronic signing of any contract;
- c. the creation or use of a website designed to copy or imitate that of **your business**; or
- d. the use by a third-party of **your** digital or electronic identity;

we will pay:

- a. the value or amount of any taken or misappropriated **money, securities or property** or, in the case of telephone toll fraud, the cost to **you** of the fraudulent calls;
- b. the reasonable and necessary costs incurred with **our** prior written agreement to extricate **your business** from any contract or arrangement entered into through such fraudulent or dishonest use of the electronic identity of **your business**; and
- c. **public relations costs**.

D. Property damage

If during the **period of insurance** and in the course of **your business**, any **insured equipment** is rendered unusable as a direct result of a **security failure, cyber attack** against **you, hacker** or transmission of a **virus**, **we** will cover the costs of repairing or replacing the unusable part.

E. Additional covers

The following additional covers are provided up to the corresponding limit of indemnity shown on the schedule.

Repeat event mitigation

Following any payment under **What is covered A. to C.** above, **we** will pay the reasonable and necessary costs and expenses incurred by **you** with **our** prior agreement to:

1. upgrade existing hardware or software forming part of **your computer system**; and
2. obtain risk management advice,

which is necessary to prevent or minimise the chance of a reoccurrence of the event that gave rise to the payment under this section.

Directors' personal cover

If:

1. any **insured person** suffers a direct financial loss; or
2. a claim is brought against an **insured person**;

in their personal capacity but which would have been covered under this section if the same claim had been brought against **you** or if **you** had suffered the same loss, **we** will cover the **insured person** under this section as if they were **you**.

Court attendance compensation

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

What is not covered

A. **We** will not make any payment for any **claim, loss** or any other liability under this section directly or indirectly due to:

Breach of professional duty

1. any **claim** under **What is covered, B. Claims and investigations against you, 1.** Privacy liability arising from the provision by **you** of any professional advice or services, other than where the **claim** arises out of the activities of a **hacker**.

Infrastructure failure

2. any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider. However, this exclusion does not apply where **you** provide such services as part of **your business**.

Intellectual property

3. any actual or alleged infringement, use or misappropriation of any intellectual property, including but not limited to patent, trade secret, copyright, trademark, trade dress, service mark, service name, title or slogan, or any publicity rights violations, cybersquatting violations, moral rights violations, or any act of passing-off. However, this exclusion

Cyber and data insurance Policy wording

does not apply to any otherwise covered **claim**:

- a. arising directly due to a **breach** by a third party;
- b. arising directly due to a **security failure**; or
- c. under **What is covered, B. Claims and investigations against you**, 5. Online liability.

Hack by director or partner 4. any individual **hacker** within the definition of **you**.

Cyber and data insurance Policy wording

Destruction of tangible property	5. any loss, theft, damage, destruction or loss of use of any property . However, this does not apply to any: <ol style="list-style-type: none"> a. breach, which is itself caused by the loss or theft of data; or b. damage covered under What is covered, D. Property damage.
Bodily injury	6. any death or bodily injury or disease suffered or alleged to be suffered by anyone. However, this exclusion does not apply to any part of a claim seeking damages for mental anguish or distress where such damages solely stem from a covered claim for defamation or breach of privacy.
System degradation or performance	7. any: <ol style="list-style-type: none"> a. degradation, deterioration or reduction in performance of your computer system caused gradually or as a result of the recommended use or your ordinary use of the system; or b. loss of, reduction in or loss of use of bandwidth, unless caused by an identifiable malicious act; <p>including where caused by increased use of the computer system or by steps taken by you to upgrade the system. However, this exclusion does not apply to any covered loss under What is covered, A. Your own losses, Operational error.</p>
Outdated systems	8. the use by you of any software or systems that are unsupported by the developer.
Seizure and confiscation	9. any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority, or any order by such authority to take down, deactivate or block access to your computer system .
Damage to property caused by terrorism	10. damage to property caused by terrorism . This exclusion only applies to the cover under What is covered, D. Property damage .
War	11. war .
Nuclear risks	12. nuclear risks .
Insolvency	13. your insolvency or the insolvency of your suppliers, sub-contractors and outsourcers.
Pre-existing problems	14. anything likely to lead to a claim, loss or other liability under this section, which you knew or ought reasonably to have known about before we agreed to insure you .
Dishonest and criminal acts	15. any: <ol style="list-style-type: none"> a. fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business, or any knowing or wilful violation of a law, whether committed by you or committed by another whose conduct or violation of the law you have ratified or actively condoned; or b. act you knew, or reasonably ought to have known at the time you performed it, would give rise to a claim, loss or any other liability under this section. This includes any statement you knew, or ought reasonably to have known, was defamatory at the time of publication. <p>However, this exclusion will not apply unless:</p> <ol style="list-style-type: none"> i. such conduct, violation of the law or act has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding; ii. such conduct, violation of the law or act has been established by your admission in a proceeding or otherwise; or iii. you or we discover evidence of such conduct, violation of the law or act; <p>at which time you shall reimburse us for all payments made by us in connection with such conduct, violation of the law or act and all of our duties in respect of that claim, loss or other liability under this section shall cease.</p>

Cyber and data insurance Policy wording

Reckless conduct	<p>16. any conduct committed by you in reckless disregard of your or another person's or business' rights or your business interests.</p> <p>This exclusion does not apply to a covered claim for defamation. However, we will not in any event make any payment for any claim for defamation arising from any statement you knew, or ought reasonably to have known:</p> <p>a. was defamatory at the time of publication; and</p> <p style="padding-left: 20px;">i. was untrue; or</p> <p style="padding-left: 20px;">ii. could not reasonably be proved by you to be true.</p>
Personal social media	<p>17. any post from a social media account that does not belong to your business.</p>
Fraudulent use of your electronic identity	<p>18. the fraudulent or dishonest use of the electronic identity of your business. However, this exclusion does not apply to:</p> <p>a. any covered claim or loss under What is covered, C. Financial crime and fraud; or</p> <p>b. any claim under What is covered, B. Claims and investigations against you arising as a direct result of a hacker.</p>
Natural perils	<p>19. fire, flood, storm, lightning, frost, explosion or extremes of weather or temperature. However, this exclusion does not apply to any claim, loss or any other liability arising directly from a breach, which is itself caused by such natural peril.</p> <p>B. We will not make any payment for:</p>
Claims brought by a related party	<p>1. any claim brought by any person or entity 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.</p> <p>However, this exclusion does not apply to a claim based on a liability to an independent third-party directly arising out of your business.</p>
Online liability claims by employees	<p>2. any claim under What is covered, B. Claims and investigations against you, 5. Online liability made by any person or entity that you currently employ or engage, or formerly employed or engaged, including but not limited to employees, sub-contractors and outsourcers.</p>
Fines, penalties and sanctions	<p>3. criminal, civil or regulatory sanctions, fines, penalties, disgorgement of profits, punitive damages, exemplary damages, treble damages or multiple damages which you are legally obliged to pay, including but not limited to those imposed by any national or local governmental body or any licensing organisation.</p> <p>However, this exclusion does not apply to:</p> <p>a. PCI charges; or</p> <p>b. regulatory awards.</p>
Claims outside the applicable courts	<p>4. any claim, privacy investigation or investigation brought or commenced outside the applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Non-specific investigations	<p>5. any privacy investigation or investigation arising from any routine regulatory supervision, inquiry or compliance review, any internal investigation or any investigation into the activities of your industry which is not solely related to any actual or alleged breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data by you.</p>

Cyber and data insurance Policy wording

How much we will pay

We will pay up to the overall limit of indemnity shown in the schedule for the total of all claims under each section or sections within **What is covered**, including all costs and expenses, unless limited below or otherwise in the schedule.

The amount **we** pay for a particular type of **claim** or **loss** may be further limited in the schedule.

Excess

You must:

1. pay the relevant **excess** shown in the schedule; and
2. bear any loss or expense suffered during the **time excess** in respect of each covered:
 - a. partial or total interruption to **your business**;
 - b. **loss** under **What is covered, A. Your own losses**, Operational error, Dependent business interruption or Reputation protection f.ii.

The **excess** shown in the schedule is not payable in respect of any **loss** in respect of which **you** have borne the **time excess**.

72-hour excess waiver

If **you** notify **us** within 72 hours of **your** first awareness of any actual or reasonably suspected **breach**, the **excess** will not apply against any **losses** suffered as a result of the **breach**. This waiver does not apply to any **time excess**.

Overheads and business expenses

Any amounts to be paid by **us** shall not include or be calculated based on any of **your** overhead expenses, **your** liability for debt, taxes, lost costs or profits, salaries or wages ordinarily incurred in the performance of **your business**, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving **your** security or performing audits. However, this does not apply to any costs or expenses covered under **What is covered, E. Additional covers**, Repeat event mitigation or **What is covered, A. Your own losses**, c. Cyber attack losses.

Damage to your insured equipment

For physical damage to **insured equipment** covered under **What is covered, D. Property damage**, at **our** option **we** will cover the costs of repairing or replacing the unusable part, not including any **data recovery costs**.

Business interruption

Following a covered interruption, or a covered **loss** under **What is covered, A. Your own losses**, f. Reputation protection, Operational error or Dependent business interruption, **we** will pay the difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the interruption or **loss**, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working**.

Repeat event mitigation

The most **we** will pay under **What is covered, E. Additional covers**, Repeat event mitigation is 10% of the amount of the corresponding **claim, loss** or liability, or the amount shown on the schedule, whichever is lower.

For the costs of upgrading software covered under **What is covered, E. Additional covers**, Repeat event mitigation, where any such upgrade requires the purchase of a software license, the most **we** will pay is the cost of a license for 12 months.

Any amount **we** pay under **What is covered, E. Additional covers**, Repeat event mitigation, is included within and not in addition to the corresponding limit of indemnity for the event that gave rise to the payment of such mitigation costs.

Directors' personal cover

Any amount **we** pay under **What is covered, E. Additional covers**, Directors' personal cover, is included within and not in addition to the overall limit of indemnity for the section within **What is covered** under which the claim or loss would have been covered if it were brought against, or suffered by, **you**.

Cyber and data insurance Policy wording

Non-sterling losses

All sums payable under this section of the **policy** will be paid in Pounds Sterling. Where any amount under this **policy** has been suffered or incurred in a different currency, **we** will calculate the amount of **our** payment by reference to the relevant exchange rate on the day the **loss** was suffered or the cost or expense incurred. For the purposes of calculating such amounts, where listed, **we** will use the exchange rate published in the Financial Times on the day the **loss** was suffered or the cost or expense incurred (or the next day on which the Financial Times is published if it is not published on the day in question).

Control of defence

Defence arrangements

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

Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

We will not pay any costs or expenses for any part of any **claim, loss** or any other liability not covered by this section.

Paying out the limit of indemnity

At any stage of a **claim, loss** or other liability under this section, **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay covered costs and expenses already incurred at the date of **our** payment. **We** will then have no further liability for that **claim, loss** or liability, including any costs or expenses.

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us** promptly within the **period of insurance**, or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry, of **your** first awareness of:
 - a. any **claim, loss** or other liability under this section; or
 - b. anything which is likely to give rise to a **claim, loss** or other liability under this section.

If **we** accept **your** notification **we** will regard such **claim, loss** or other liability as notified to this insurance.

Cyber extortion

2. **We** will not make any payment under **What is covered, A. Your own losses**, b. Cyber ransom losses unless:
 - a. the ransom was paid, or the goods or services were surrendered, under duress;
 - b. before agreeing to the payment of the ransom or the surrender of goods or services, **you** made all reasonable efforts to determine that the **illegal threat** was genuine and not a hoax;
 - c. an individual within the definition of **you** agreed to the payment of the ransom or the surrender of the goods or services;
 - d. **you** inform, or allow **us** to inform, the appropriate law enforcement authorities where any **illegal threat** was made; and
 - e. **you** keep **us** fully informed of all developments concerning any **illegal threat** or ransom demand.

Cyber attack losses

3. If **you** suffer a **loss** under **What is covered, A. Your own losses**, c. Cyber attack losses, **you** must take all reasonable steps to negotiate with the supplier of any services to reduce or waive any charges relating to services that were not legitimately incurred for the purposes of **your business**. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Cyber and data insurance Policy wording

Admissions and offers

4. When dealing with any client or 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 **we** have suffered as a result.

Client social engineering

5. If **you** suffer a **loss** under **C. Financial crime and fraud**, 4. Client social engineering loss, **you** must give **us** all assistance **we** reasonably require to pursue a recovery against **your** client, in **your** name but at **our** expense.

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 law firm 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.

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.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

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.

Claims are usually handled by a representative appointed by **DAS**, but sometimes **DAS** deal with claims themselves.

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:

- a. the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- b. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- c. in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

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 £100,000.

Special definitions for this section

DAS	DAS Legal Expenses Insurance Company Limited.
The policyholder	The insured named in the policy schedule.
Insured person	The policyholder and the policyholder's directors, partners, managers, employees and any other individuals declared to us by the policyholder .
Appointed representative	The lawyer, accountant or other suitably qualified person, who has been appointed to act for an insured person in accordance with the terms of this section.
Full enquiry	An extensive examination by the HM Revenue & Customs which considers all aspects of the policyholder's tax affairs, excluding those enquiries which are limited to one or more specific aspects of the policyholder's self assessment and/or corporation tax return.
Aspect enquiry	An examination by the HM Revenue & Customs which considers one or more specific aspects of the policyholder's self assessment and/or corporation tax return.
Date of occurrence	<ol style="list-style-type: none"> 1. For civil cases (other than under insured incident - 4 Tax protection), the date of occurrence is the date of the event that leads to a claim. 2. For criminal cases, the date of occurrence is when the insured person commenced or is alleged to have commenced to violate the criminal law in question. 3. For full enquiries or aspect enquiries, the date of occurrence is when the HM Revenue & Customs first notifies in writing the intention to make enquiries. For Employers' Compliance and Value Added Tax disputes, the date of occurrence is when the relevant authority sends an assessment or written decision to the policyholder. 4. For licence or registration appeals, the date of occurrence is when the policyholder first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the policyholder's licence, mandatory registration or British Standard Certificate of Registration.
Costs and expenses	
Legal costs	<p>All reasonable and necessary costs chargeable by the appointed representative on a standard basis.</p> <p>Also the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with the agreement of DAS.</p>
Accountant's costs	A reasonable amount in respect of all costs reasonably incurred by the appointed representative .
Attendance expenses	<p>The insured person's salary or wages for the time that the insured person is off work to attend any arbitration, court or tribunal hearing at the request of the appointed representative or while attending jury service. DAS will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for.</p> <p>The amount DAS will pay is based on the following:</p> <ol style="list-style-type: none"> a. the time the insured person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours; b. if the insured person works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages; c. if the insured person works part-time, the salary or wages will be a proportion of the insured person's weekly salary or wages.

Territorial limit

For insured incidents 2 Legal Defence (excluding 2.4), and 3 b. Bodily Injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and any other extension agreed with **DAS**.

Insured incidents we will cover

1. Employment disputes and compensation awards

a. Employment disputes and compensation awards

DAS will defend **the policyholder's** legal rights:

1. prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
3. in legal proceedings in respect of any dispute with;
 - a. an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**; or
 - b. an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

1. Any claim in respect of damages for personal injury or loss of or damage to property.
2. 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 and any amending legislation.

b. Compensation awards

DAS will pay:

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **DAS** have accepted under **insured incident 1.a.**

Provided that:

1. In cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
 - a. followed the ACAS Code of Disciplinary and Grievance Procedures as prepared 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** Legal Claims Centre prior to serving notice of redundancy.
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 :
 - a. trade union activities, trade union membership or non-membership;
 - b. pregnancy or maternity rights;
 - c. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - d. statutory rights in relation to trustees of occupational pension schemes;
 - e. statutory rights in relation to Sunday shop and betting work.
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. Any award ordered as a result of a breach of statutory rights in relation to the provision of 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.

c. Service occupancy

DAS will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, 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. **DAS** will defend the **insured person's** legal rights:
 - a. prior to the issue of legal proceedings when dealing with the:
 - i. police;
 - 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; or
 - c. 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.
2. **DAS** will 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**.
3. **DAS** will 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 on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; 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.
4. **DAS** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the policyholder's** business.
5. **DAS** will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.
6. **DAS** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that:

1. 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.
2. At the time of the **insured incident**, the **policyholder** has registered with the Information Commissioner in respect of **insured incident 1 (c)**.

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

DAS will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

1. any event which causes or could cause physical damage to such material property; or
2. any nuisance or trespass.

What is not covered

Any claim relating to the following:

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

b. Bodily injury

At **the policyholder's** request, **DAS** will negotiate 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; or
2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
3. a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

4. Tax protection

a. Full or aspect enquiries

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry** and **any subsequent appeal proceedings**.

b. Employers' compliance

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

c. VAT disputes

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that:

1. For all **insured incidents**, **the policyholder** 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.
2. **DAS** will not pay more than £2,000 for **aspect enquiries**.

What is not covered

1. In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim.
2. Any **insured incident** arising from a tax avoidance scheme.
3. Any **insured incident** caused by the failure of **the policyholder** to register for Value Added Tax.
4. Any **insured incident** arising from any investigation or enquiries undertaken by the HM Revenue & Customs Special Investigation Section or Special Compliance Office.
5. Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

5. Contract disputes

DAS will negotiate for **the policyholder's** legal rights 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 and services.

Provided that:

1. the amount in dispute exceeds £250;
2. if the amount in dispute is payable by instalments, the instalments due and payable at the time of making a claim must exceed £250;
3. if the dispute relates to money owed to **the policyholder**, a claim under the policy is made within 90 days of the money becoming due and payable.

What is not covered

1. Any claims relating to the following:
 - a. the settlement payable under an insurance policy;
 - b. a lease, licence or tenancy of land or buildings other than a dispute with a professional advisor in connection with the drafting of a lease licence or tenancy agreement;
 - c. a loan, mortgage or pension any other financial product and chooses 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.
2. A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with **the policyholder**.
3. 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.
4. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
5. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

6. Tenancy disputes

DAS will represent **the policyholder** in any Legal Proceedings for civil action relating to a tenancy dispute between **the policyholder** and **the policyholder's** landlord arising from premises leased or rented to **the policyholder**.

What is not covered	Any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.
7. Statutory licence protection	DAS will represent the policyholder in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling the policyholder's licence or statutory registration or British Standard Certificate of Registration.
What is not covered	<ol style="list-style-type: none"> 1. An original application or application for renewal of a statutory licence or British Standard Certificate of Registration. 2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.
8. Debt Recovery	<p>DAS will represent the policyholder in any Legal Proceedings for civil action including the enforcement of judgement to recover money and interest due for the sale or provision of goods or services.</p> <p>Provided that:</p> <ol style="list-style-type: none"> 1. the amount in dispute exceeds £250; 2. a claim for debt recovery under this section of the policy 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 judgement if DAS are not satisfied that there are, or will be, sufficient assets to satisfy judgement.
What is not covered	<ol style="list-style-type: none"> 1. Any claim relating to the following: <ol style="list-style-type: none"> a. the settlement payable under an insurance policy; b. a lease, licence or tenancy of land or buildings; c. a loan, mortgage or pension 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. 2. A dispute which arises out of the supply, hire or sale or provision of computer hardware, software, systems or services. 3. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

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.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.

Conditions which apply to the whole section

1. An **insured person** must:
 - a. keep to the terms and conditions of this section;
 - b. notify **DAS** immediately of any alteration which may materially affect their assessment of the risk;
 - c. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
 - d. try to prevent anything happening that may cause a claim;
 - e. send everything **DAS** ask for, in writing;
 - f. give **DAS** full details of any claim as soon as possible and give **DAS** any information they need;
2.
 - 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 co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim.
 - g. An **insured person** must give the **appointed representative** any instructions that **DAS** require.
3.
 - 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** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
4.
 - 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.
5. 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**.

6. 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**.
7. 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.
8. **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**.
9. This policy will be governed by English law.

Helpline services

Eurolaw commercial legal advice

DAS provide these services 24 hours a day, 7 days a week during the **period of insurance**. To help **DAS** check and improve their service standards, **DAS** record all calls.

Tax advice

DAS will give the **policyholder** 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.

Business assistance

DAS will give the **policyholder** confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

In the event of an unforeseen emergency affecting the **policyholder's** business premises which causes damage or potential danger, **DAS** will contact a suitable repairer or contractor and arrange assistance on behalf of the **policyholder**. All costs of assistance provided are the responsibility of the **policyholder**.

To contact the above services, phone us on 0117 933 0626 quoting your policy number.

Counseling

DAS will provide all employees (including any members of their immediate family who permanently live with them) of the **policyholder** 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. **DAS** will not accept responsibility if the Helpline Services fail for reasons **DAS** cannot control. Please do not phone **DAS** to report a general insurance claim.

The employment manual

The **DAS** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the **DAS** website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for **your** own use. Contact **DAS** at marketing@das.co.uk with **your** e mail address, quoting **your** policy number and **DAS** will contact **you** by e mail to inform **you** of future updates to the information.

DAS Business law

At www.dasbusinesslaw.co.uk **you** will find a free, online reference full of the sorts of letters, articles and forms that will help **you** run **your** business successfully. **DAS**businesslaw 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 **DAS** business law is updated regularly by legal experts to help **you** keep **your** business one step ahead.

To access **DAS** business law, please go to www.dasbusinesslaw.co.uk and register **your** details. When asked for **your** policy number, please insert **your** Hiscox policy number and the password is **DAS472301**.

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

Special definitions for this section

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

What is covered

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

What is not covered

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

How much we will pay

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

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

Your obligations

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

If a crisis arises during working hours

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

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

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

You must co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule. **You** must also notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the schedule.

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

Hamilton Fraser

Premiere House,
1st Floor, Elstree Way,
Borehamwood, WD6 1JH

T: 0800 634 3881

E: cosmetic@hamiltonfraser.co.uk

www.hamiltonfraser.co.uk

Hamilton Fraser is a trading name of HFIS Ltd.
HFIS Ltd. is authorised and regulated by the Financial Conduct Authority.

Registered Office:

Lumiere House, Suite 1 - 3, 1st Floor, Elstree Way, Borehamwood, WD6 1JH

Registered in England:



Hiscox Insurance Company Ltd

1 Great St Helen's,
London, EC3A 6HX

T: +44 (0)20 7448 6000

F: +44(0)20 7448 6900

E: enquiry@hiscox.com

www.hiscoxgroup.com

Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority
and regulated by the Financial Conduct Authority and Prudential.

Regulation Authority.

Hiscox Underwriting Ltd is authorised and regulated by the Financial Conduct Authority.

Registered Office:

1 Great St. Helen's, London, EC3A 6HX