

RENEWAL SCHEDULE

Policy: HU PI6 1838055 (165)



INSURANCE DETAILS

Period of Insurance:	From 01 October 2018 to 30 September 2019 both days inclusive
Underwritten by:	Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy
General terms and conditions wording :	6253 WD-PIP-UK-GTC(7) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below
Payment Method :	Payment by Broker's Account
Endorsement Effective:	01 October 2018

INSURED DETAILS

Insured :	Lawn Tennis Association Ltd
Address :	National Tennis Centre 100 Priory Lane LONDON SW15 5JQ
Additional Insureds :	For Additional Insureds refer to the Additional Insureds Section below.
Business :	Governing body of tennis in Great Britain, the Channel Islands and the Isle of Man with the general object of advancing and safeguarding the interests of tennis and to promote an increase in participation at all levels of the game and property owners



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2012



Outstanding Insurer Claims
Team of the Year 2013

PROFESSIONAL INDEMNITY

Section wording : 5998 WD-PIP-UK-SP(4)
Insurer: Hiscox Insurance Company Limited

Professional indemnity

Limit of indemnity: £ 10,000,000
Limit applies to : any one claim excluding defence costs
Excess Applies to : each claim or loss excluding defence costs
Geographical Limits : Worldwide excluding USA and Canada
Applicable Courts : Worldwide excluding claims brought in USA/Canada

Special limits (included within and not in addition to the overall limit/amount insured above)

Dishonesty of your employees, sub-contractors and outsourcers £ 250,000 any one claim and in the aggregate including defence costs

Additional cover (in addition to the overall limit/amount insured above)

Court attendance compensation - directors and partners £ 500 per person, per day
Court attendance compensation - employees £ 250 per person, per day
Court attendance compensation: in total £ 100,000 in total during any one period of insurance

Special limit for claims brought in USA/Canada (included within and not in addition to the overall limit above)

Limit of indemnity: £ 10,000,000
Limit applies to : any one claim and in the aggregate including defence costs
Excess Applies to : each claim or loss including defence costs
Geographical Limits : USA and Canada
Applicable Courts : USA and Canada

Additional cover (in addition to the overall limit/amount insured above)

Nil

Business Activities

Governing body of tennis in Great Britain, the Channel Islands and the Isle of Man with the general object of advancing and safeguarding the interests of tennis and to promote an increase in participation at all levels of the game

Endorsements

- 150.2** USA and Canada endorsement
- 316.0** Specified run-off cover
- 316.0** Specified run-off cover
- 800.0** Retroactive date
 - Retroactive date: registration
 - Amendment of cover: discrimination
 - Amended definition: you/your
- 1050.1** Aggregate limit USA/Canada
- 1058.0** Removal of cover: bodily injury

PUBLIC AND PRODUCTS LIABILITY

Section wording : 6130 WD-PIP-UK-GL(6)
Insurer: Hiscox Insurance Company Limited

Public and products liability

Limit of indemnity: £ 10,000,000
Limit applies to : Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.
Excess Applies to : each and every claim for property damage only
Geographical Limits : Worldwide excluding USA and Canada
Applicable Courts : Worldwide excluding claims brought in USA/Canada

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs £ 100,000 in the aggregate
 Pollution defence costs £ 100,000 in the aggregate

Specific cover for business activities in the USA/Canada (included within and not in addition to the overall limit above)

Limit of indemnity: £ 10,000,000
Limit applies to : in the aggregate including costs
Excess Applies to : each and every claim for property damage only
Geographical Limits : USA and Canada
Applicable Courts : USA and Canada

Endorsements

- 316.0** Specified run-off cover
 - Member to member liability

Amendment of cover: professional advice
 Special definition: abuse and molestation
 Removal of cover: participation in other sports exclusion
 Specific run-off
 Amendment of cover: claims made
 Business performed in the past
 Amendment of cover: abuse and molestation
 Retroactive date: registration
 Firework / bonfire condition endorsement

EMPLOYERS LIABILITY

Section wording : 6129 WD-PIP-UK-EL(6)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 10,000,000
Limit applies to : All claims and their defence costs which arise from the same accident or event
Geographical Limits : Worldwide
Applicable Courts : England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs	£ 100,000 in the aggregate
Terrorism	£ 5,000,000 in the aggregate

Endorsements

3040.0 Employers' Liability Tracing Office (ELTO) and your data
3121.0 Employers liability insurance - mandatory information required

CRISIS CONTAINMENT

Section wording : 9809 WD-PIP-UK-CRI(1)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 25,000
Limit applies to : per crisis and in the aggregate
Geographical Limits : The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland

Special limits (included within and not in addition to the overall limit/amount insured above)



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Outside working hours discretionary crisis
mitigation costs

£ 2,000

Endorsements

9003.0 Crisis containment provider: Hill & Knowlton

ADDITIONAL INSURED

Additional insureds are not applicable to any Management Liability Portfolio Section present on schedule.

For coverage under Management Liability Portfolio please refer to the relevant wording.

Accredited Coaches of the Lawn Tennis Association Covered on a different basis to the Insured.

Professional indemnity	Excess:	As insured
	Limit:	As insured
Public and products liability	Excess:	As insured
	Limit:	As insured
Employers' liability	Not Covered.	
Crisis containment	Excess:	As insured
	Limit:	As insured

Accredited Plus Coaches of the Lawn Tennis Association Covered on a different basis to the Insured.

Professional indemnity	Excess:	As insured
	Limit:	As insured
Public and products liability	Excess:	As insured
	Limit:	As insured
Employers' liability	Not Covered.	
Crisis containment	Excess:	As insured
	Limit:	As insured

Accredited Venues/Clubs registered to the National, County and Island In Accordance with LTA rules Covered on the same basis as the Insured.

Army LTA Covered on the same basis as the Insured.

British Universities & Colleges Sport Covered on a different basis to the Insured.

Professional indemnity	Excess:	As insured
	Limit:	As insured
Public and products liability	Excess:	As insured
	Limit:	As insured
Employers' liability	Not Covered.	
Crisis containment	Excess:	As insured
	Limit:	As insured

Ilkley Lawn Tennis and Squash Club Events Ltd Covered on the same basis as the Insured.

ADDITIONAL INSURED

Additional insureds are not applicable to any Management Liability Portfolio Section present on schedule.
 For coverage under Management Liability Portfolio please refer to the relevant wording.

Insurance LTA		Covered on a different basis to the Insured.
Professional indemnity	Excess: As insured Limit: As insured	
Public and products liability	Excess: As insured Limit: As insured	
Employers' liability	Not Covered.	
Crisis containment	Excess: As insured Limit: As insured	
Leicestershire Tennis Ltd		Covered on the same basis as the Insured.
LTA Champco Ltd		Covered on the same basis as the Insured.
LTA Developments Limited		Covered on the same basis as the Insured.
LTA Events Limited		Covered on the same basis as the Insured.
LTA Ground Limited		Covered on the same basis as the Insured.
LTA Holdings Limited		Covered on the same basis as the Insured.
LTA Nominees Ltd		Covered on the same basis as the Insured.
LTA Operations Limited		Covered on the same basis as the Insured.
LTA Property Limited		Covered on the same basis as the Insured.
LTA Services Limited		Covered on the same basis as the Insured.
Members, Officials, Leaders, Activators and Volunteers		Covered on a different basis to the Insured.
Professional indemnity	Excess: As insured Limit: As insured	
Public and products liability	Excess: As insured Limit: As insured	
Employers' liability	Not Covered.	
Crisis containment	Excess: As insured Limit: As insured	

ADDITIONAL INSURED

**Additional insureds are not applicable to any Management Liability Portfolio Section present on schedule.
For coverage under Management Liability Portfolio please refer to the relevant wording.**

National Wheelchair Tennis Association			Covered on the same basis as the Insured.
Royal Navy LTA			Covered on a different basis to the Insured.
Professional indemnity	Excess:	As insured	
	Limit:	As insured	
Public and products liability	Excess:	As insured	
	Limit:	As insured	
Employers' liability		Not Covered.	
Crisis containment	Excess:	As insured	
	Limit:	As insured	
Scottish Lawn Tennis Foundation			Covered on the same basis as the Insured.
Senior Tennis GB			Covered on the same basis as the Insured.
Tennis GB Limited			Covered on the same basis as the Insured.
Tennis Leaders			Covered on a different basis to the Insured.
Professional indemnity	Excess:	As insured	
	Limit:	As insured	
Public and products liability	Excess:	As insured	
	Limit:	As insured	
Employers' liability		Not Covered.	
Crisis containment	Excess:	As insured	
	Limit:	As insured	
TF Enterprises Limited			Covered on the same basis as the Insured.
The All England Lawn Tennis & Croquet Club			Covered on the same basis as the Insured.
The Association of British Tennis Officials			Covered on the same basis as the Insured.
The Civil Service Lawn Tennis Association			Covered on the same basis as the Insured.
The County Associations of England			Covered on the same basis as the Insured.

ADDITIONAL INSURED

Additional insureds are not applicable to any Management Liability Portfolio Section present on schedule.
For coverage under Management Liability Portfolio please refer to the relevant wording.

The International Lawn Tennis Club of Great Britain		Covered on the same basis as the Insured.
The Island Associations of the Channel Islands and the Isle of Man		Covered on the same basis as the Insured.
The Lawn Tennis Association		Covered on the same basis as the Insured.
The Lawn Tennis Association of The Royal Air Force		Covered on a different basis to the Insured.
Professional indemnity	Excess:	As insured
	Limit:	As insured
Public and products liability	Excess:	As insured
	Limit:	As insured
Employers' liability		Not Covered.
Crisis containment	Excess:	As insured
	Limit:	As insured
The LTA Trust		Covered on the same basis as the Insured.
The National Associations and districts of Scotland and Wales		Covered on the same basis as the Insured.
The Oxford and Cambridge University Lawn Tennis Clubs		Covered on a different basis to the Insured.
Professional indemnity	Excess:	As insured
	Limit:	As insured
Public and products liability	Excess:	As insured
	Limit:	As insured
Employers' liability		Not Covered.
Crisis containment	Excess:	As insured
	Limit:	As insured
The Tennis Foundation		Covered on the same basis as the Insured.
United Banks LTA		Covered on a different basis to the Insured.
Professional indemnity	Excess:	As insured
	Limit:	As insured
Public and products liability	Excess:	As insured
	Limit:	As insured
Employers' liability		Not Covered.

ADDITIONAL INSUREDS

Crisis containment

Excess: As insured

Limit: As insured



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The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

Professional indemnity: endorsements

Clause 150.2 USA and Canada endorsement

The following is added to **General terms and conditions, General conditions**:

The following exclusions apply to the whole of this **policy**. Any other exclusions are shown under **What is not covered** in the section to which they apply.

We will not make any payment for any:

1. claim or loss directly or indirectly due to any:
 - a. breach of the Racketeer Influenced and Corrupt Organisations (RICO) Act 18 USC Sections 1961 et seq., any amendments to this Act or any rules or regulations made under it;
 - b. 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. 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;
 - d. governmental enforcement of any state or federal regulation, including but not limited to any regulation promulgated by the Federal Trade Commission, Federal Communications Commission or the Securities and Exchange Commission;
2. claim first brought in the USA or Canada directly or indirectly due to any:
 - a. false or misleading advertisement about **your** products or services that is published or broadcast to the general public or a specific marketing segment for the purpose of promoting any aspect of **your** business;
 - b. violation of any law, regulation or statute relating to unsolicited communication, distribution, sending or transmitting of any communication via telephone or any other electronic or telecommunications device;
 - c. unauthorised acquisition, access, use, disclosure or improper collection of or failure to protect any non-public personally identifiable information or confidential corporate information in **your** care, custody or control;
 - d. violation of any privacy or consumer data protection law protecting against the use, collection or disclosure of any information about a person or any confidential corporate information; or
 - e. advantage to which **you** were not legally entitled, including any unjust enrichment.
3.
 - a. punitive or exemplary damages;
 - b. criminal, civil, or regulatory sanctions, including any fines or penalties;
 - c. disgorgement of profits; or
 - d. multiple damages, including those imposed by any federal, state or local governmental body awarded, imposed or ordered in the USA or Canada.

Clause	316.0	<p>Specified run-off cover</p> <p>We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, after 01/10/2011 in respect of The Lawn Tennis Association.</p>
Clause	316.0	<p>Specified run-off cover</p> <p>We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, after 01/10/14 in respect of The Veterans' Lawn Tennis Association of Great Britain.</p>
Clause	800.0	<p>Retroactive date</p> <p>Retroactive date: none</p>
Clause		<p>Retroactive date: registration</p> <p>We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any business activity performed by any club whilst not registered with you.</p>
Clause		<p>Amendment of cover: discrimination</p> <p>What is not covered A. 11 is amended to read as follows:</p> <p>11. any discrimination, harassment or unfair treatment. This does not apply to any claim brought against The Tennis Foundation arising directly from their breach of a duty of care in the performance of a business activity. However, we will not in any event make any payment for any such claim brought by any employee of yours.</p>

Clause **Amended definition: you/your**

Special definitions for this section, You/your is amended to read as follows:

You/Your

Also includes any director, employee, **member**, volunteer, general partner, trustee or committee member of **yours** whilst acting on **your** behalf.

The following is added to **Special definitions for this section**:

Member

Your:

- a. current registered members;
- b. past members whilst acting on **your** behalf under **your** supervision;
- c. prospective members whilst participating in **your activities** under **your** supervision.

Clause **1050.1** **Aggregate limit USA/Canada**

For claims first brought against **you** in the USA or Canada, the following is deleted from **How much we will pay**:

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

Clause **1058.0** **Removal of cover: bodily injury**

What is not covered A 12. is amended to read as follows:

12. the death of or any bodily or mental injury or disease suffered by anyone.

Public and products liability: endorsements

Clause **316.0** **Specified run-off cover**

We will not make any payment for any claim or loss which arises from any **business activity** performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, after 01/10/14 in respect of The Veterans' Lawn Tennis Association of Great Britain.

Clause	<p>Member to member liability</p> <p>The following is added to What is covered:</p> <p>Member to member liability</p> <p>We will separately indemnify each member as if they were insured individually including the liability of members to each other. Our total liability will not exceed the limit of indemnity shown in this policy irrespective of the number of members involved in a claim.</p>
Clause	<p>Amendment of cover: professional advice</p> <p>The following is deleted from What is not covered A:</p> <p>Professional advice</p> <p>6. designs, plans, specifications, formulae, directions or advice prepared or given by you.</p>
Clause	<p>Special definition: abuse and molestation</p> <p>The following is added to Special definitions for this section:</p> <p>Abuse or molestation any abuse, assault, harassment, mistreatment or maltreatment.</p>
Clause	<p>Removal of cover: participation in other sports exclusion</p> <p>The following is added to What is not covered A:</p> <p>15. any participation in cricket, hockey, football, clay pigeon shooting, rugby, martial arts, rowing, sailing, canoeing, windsurfing, scuba diving, horse riding, any airborne sports, rock climbing, abseiling, bungee jumping, motor sport, potholing.</p> <p>will not apply to football or tab or touch rugby if organised as part of a tennis coaching session or as a fitness training method for players under the guidance of a licensed coach.</p>
Clause	<p>Specific run-off</p> <p>We will not make any payment for any claim or loss directly or indirectly due to any bodily injury, personal injury, denial of access or property damage occurring or any document, information or data lost, damaged or destroyed, after 01/10/2011 in respect of the Lawn Tennis Association.</p>

Clause

Amendment of cover: claims made

What is covered, Claims against you is amended to read as follows:

during the **period of insurance**, and as a result of **your business**, any party brings a claim against **you for**:

a. **bodily injury** or **property damage**; or

. **personal injury** or **denial of access**,

we will indemnify **you** against the sums **you** have to pay as compensation. This includes a claim against any employee or volunteer worker of yours when they are acting on **your** behalf in whatever capacity.

during the **period of insurance**, and as a result of **your business**, any party brings a claim against **you for bodily injury** or **personal injury** arising from **abuse or molestation**, **we** will indemnify **you** against the sums **you** have to pay as compensation. This includes a claim against any employee or volunteer worker of yours when they are acting on **your** behalf in whatever capacity, although **we** will not in any event provide cover to any party who actually commits, condones or ignores any **abuse or molestation**.

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

Clause

Business performed in the past

We will not make any payment for any claim or loss which arises from any **business activity** performed before: 01/10/1985.

Clause

Amendment of cover: abuse and molestation

The following is added to **What is not covered B**:

Criminal action against employees for abuse or molestation

16. any criminal action brought against any employee, volunteer worker or member of **yours** for **abuse or molestation**.

However **we** will pay the costs incurred with **our** prior written consent to defend such an action against **your** employee, volunteer worker or member but only up to the date of any judgment or other final adjudication against the employee, volunteer worker or member or an admission by the employee, volunteer worker or member that **abuse or molestation** did occur.

following is added to **How much we will pay, special limits**:

abuse or molestation

For claims arising directly or indirectly from **abuse or molestation**, the most **we** will pay is £5,000,000 for the total of all such claims and their **defence costs**.

Clause

Retroactive date: registration

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any **business activity** performed by any club whilst not registered with **you**.

Clause**Firework / bonfire condition endorsement**

The following applies to the whole of this **policy** and is a condition precedent to **our** liability.

We will not make any payment under this insurance unless **you** comply with all of the requirements below.

Whenever **you** are responsible for any firework or bonfire displays at the **business premises**, **you** must ensure that:

- i) there is a written risk assessment in place for the proposed event; and
- ii) the fire brigade have been notified of the details of the event at least 7 days before the event is due to take place; and
- iii) the relevant local authorities have been notified and permission for the event granted and **you** must also ensure that any requirements from the authorities are fully complied with; and
- iv) all manufacturer's guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and
- v) fireworks are purchased from a reputable supplier and are not modified in any way; and
- vi) all employees or volunteers have received appropriate training (recorded in writing) and are aware of the safety procedures for the event; and
- vii) there is appropriate first aid presence on site, in line with the risk assessment document; and
- viii) appropriate fire extinguishing equipment is available at the event and employees and volunteers have been instructed in the safe operation and use of such equipment; and
- ix) all members of the public are kept at least 25 metres from both the display area and any bonfire itself behind appropriate safety fencing; and
- x) any bonfire is kept at least 25 metres away from the firework display area, and is not located within 5 metres of any trees, fencing or other combustible material; and
- xi) any bonfire is kept at least 100 metres away from any premises, car parks or other storage of any flammable or dangerous materials; and
- xii) there will be no use of accelerants or other flammables on any bonfire; and
- xiii) an appropriate check is made of the weather conditions prior to the event going live, and if appropriate a check is made with the fire brigade as to whether to continue with the event; and
- xiv) at the end of the display a thorough check is undertaken (and a written record kept) of the area to ensure that no potential fire hazards remain - any bonfire area must be doused in water; and

- xv) if a subcontractor is operating the display, the sub contractor has public liability insurance in place to a limit no less than £5,000,000, and **you** have retained a written record of their insurance details including their policy number and a copy of their policy schedule.

We will not make any payment for any claim or loss arising from firework or bonfire displays unless all of the above criteria have been fully complied with.

Employers' liability: endorsements

Clause 3040.0

Employers' Liability Tracing Office (ELTO) and your data

Your policy details will be added to the Employers Liability Database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the Employers' liability insurer of an employer at a particular point in time.

You can find out more:

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

Clause 3121.0

Employers liability insurance - mandatory information required

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

1. Employer name; and
2. Full address of employer including postcode; and
3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, **you** must provide **us** with one of the following reasons:

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

You must inform **us** immediately of any changes to the above information. This information is required by **us** to enable compliance with mandatory regulatory requirements for Employers' liability insurance.

Crisis containment: endorsements



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Clause	9003.0	Crisis containment provider: Hill & Knowlton
		Crisis line contact number (24 hours): +44(0)800 8402783 / +44 (0)1206 711796
		Crisis containment provider: Hill & Knowlton
		This contact number will go through to us during working hours , and will go directly to Hill & Knowlton outside of these hours.
		If you first become aware of a crisis outside of working hours , you must notify us of the crisis as soon as possible within working hours by telephoning +44(0)800 8402783 or +44 (0) 1206 711796.

Endorsements which apply to whole policy



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Clause 8500.0

Insurance Act 2015 endorsement for annual policies

To ensure compliance with the Insurance Act 2015, it is necessary to amend:

- I. the existing **General terms and conditions**, as stated in the schedule; and
- II. **How much we will pay**, under insurance, where **you** have cover under one of the property sections.

In addition, in the event that the cover under **your policy** is less favourable than it would be under the Insurance Act 2015, **we** will automatically apply the more favourable provisions of the Act.

Part I: Amendment to General terms and conditions

The existing **General terms and conditions**, as stated in the schedule, are replaced with the following, which apply to the **policy**:

A seamless integrated insurance solution for professionals.

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

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

Our promise to you

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

Steve Langan

CEO, Hiscox Insurance Company

Complaints procedure

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

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

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

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

General definitions

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

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

Asbestos risks

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

Business

Your business or profession as shown in the schedule.

Confiscation

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

Date recognition

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

Endorsement

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

Excess

The amount **you** must bear as the first part of each agreed claim or loss.

Geographical limits

The geographical area shown in the schedule.

Nuclear risks

- 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

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:

- 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.
 - 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

5. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair. **We** will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

Premium payment

6. **We** will not make any payment under this **policy** until **you** have paid the premium.

Cancellation

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.

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.

Multiple insureds

8. The most **we** will pay is the relevant amount shown in the schedule.

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

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

Aggregate limit

9. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.

Rights of third parties

10. **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Other insurance

11. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.

Cover under multiple sections

12. Where **you**, including anyone within the meaning of 'you' or 'insured person' in any section of the **policy**, are entitled to cover under more than one section of the **policy** in respect of the same claim or loss, or any part of a claim or loss, **we** shall only provide cover under one section of the **policy**, being the section that provides the most advantageous cover to **you** or the party entitled to cover.

Governing law

13. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.

Arbitration

14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

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

Your obligations

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.

Part II: Amendment of under insurance

If **you** have cover under any of the property sections, **How much we will pay**, Under insurance in each section is amended to read as follows:

Under insurance

If, at the time of any **damage, insured failure**, or restriction covered under this section, **we** establish that the **relevant value** does not represent the **actual value**, **we** will reduce the amount **we** pay for any claim or loss in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the **actual value**.

We will only apply this calculation if **we** establish that:

- a. the **relevant value** declared to **us** is less than 85% of the **actual value**; and
- b. **your** failure to declare the **actual value** was not deliberate or reckless and was a breach of **your** obligations to:
 - i. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - ii. notify **us** of a change of circumstances in relation to the **actual value**, which may materially affect the **policy**; or
 - iii. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the **actual value** which may materially affect the **policy**.

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

Special definitions for Part II of this **endorsement**:

Relevant value means any one of **amount insured, annualised amount insured, annualised declared amount, declared amount** or any equivalent sum;

Actual value means any one of the actual reinstatement cost, actual **gross profit** or actual **income** during the 12 months immediately preceding the start of the **period of insurance**, the total value of **contents**, the total value of **tools and equipment** or equivalent insured items.

Clause 603.1

Commercial assistance and legal advice helpline

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

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

- Employment
- Prosecutions
- Discrimination in the workplace
- Health & safety
- European law

Helpline number: +44 (0)800 840 2269

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

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

Clause **Long term agreement and low claims rebate**

As used in this endorsement:

- a. **Long term agreement** shall mean an agreement between **you** and **us** for a specified period of time. For the duration of the agreement **we** agree to leave unchanged the rates upon which **your** annual premiums are calculated and the other details of the **policy**. In return, **you** agree to renew the **policy** with **us** each year for the duration of the agreement.
 - b. **Annual renewal date** shall mean any of the following dates: 1 October 2017 or 1 October 2018
 - c. **Claims payments and costs** shall mean the total of all:
 - i. claims and losses paid;
 - ii. legal costs and expenses incurred; and
 - iii. new reserves and increases in reserves,in respect of the **policy** during the preceding 12 months.
 - d. **Premium income** shall mean the total of the gross premiums and any additional premiums, net of any returned premiums for the **policy** during the preceding 12 months.
 - e. **Loss ratio** shall mean the **claims payments and costs** divided by the **premium income**, expressed as a percentage.
1. **We** and **you** agree that the **policy** is subject to a **long term agreement** beginning on 1 October 2016 and ending on 30 September 2019, provided that:
 - a. at each **annual renewal date** the **loss ratio** does not exceed 80%;
 - b. there are no changes to the material facts concerning **your policy**;and
 - c. there are no changes to Insurance Premium Tax during the period of the **long term agreement**.
 2. At each **annual renewal date** **we** shall allow **you** a rebate as a proportion of the **premium income**, as set out below, based upon the **loss ratio**, provided that **you** renew the **policy** with **us**:

Loss ratio	Rebate
Less than 40%	10%

3. Each rebate shall be calculated one year after the **annual renewal date**.

At each **annual renewal date**, where the total of all **claims payments and costs** for the preceding 12 months to the previous **annual renewal date** are less than 40% of the **premium income**, **we** shall allow a rebate 10% of the **premium income**, provided that **you** renew the **policy** with **us**.

Clause

Using your personal information

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

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

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

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



Policy: HU PI6 1838055 (165)

INFORMATION ABOUT US

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

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

Insurers

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

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



Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

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

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

Our promise to you

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

Steve Langan
Managing Director, Hiscox UK

Complaints procedure

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

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL

or by telephone on 01206 773705
or by email at customer.relations@hiscox.com.

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

General 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	<ol style="list-style-type: none">a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orb. exposure to asbestos, asbestos fibres or materials containing asbestos; orc. 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	<ol 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 .
Programme	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none">a. is committed for political, religious, ideological or similar purposes; andb. is intended to influence any government or to put the public, or any section of the public, in fear; andc. <ol style="list-style-type: none">i. involves violence against one or more persons; orii. involves damage to property; oriii. endangers life other than that of the person committing the action; oriv. creates a risk to health or safety of the public or a section of the public; orv. 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.

General terms and conditions

We / us / our The insurers named in the schedule.

You / your The insured named in the schedule.

Conditions precedent

General Conditions 2, 3 and 4 below, General Claims Condition 1 and the conditions shown in each section under the heading **Your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

General conditions

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

- | | |
|-------------------------|---|
| Basis of insurance | <p>1. Because of its importance, all information which you or anyone on your behalf provided before we agreed to insure you is incorporated into and forms the basis of this policy.</p> <p>All facts and matters which might be relevant to our consideration of your proposal must be disclosed and all material representations made to us must be true, otherwise we are entitled to treat this insurance as if it had never existed.</p> |
| Change of circumstances | <p>2. 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.</p> |
| Due diligence | <p>3. 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.</p> |
| Premium payment | <p>4. We will not make any payment under this policy unless you have paid the premium.</p> |
| Cancellation | <p>5. 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 £10.</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>6. 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>7. 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>8. 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> |

General terms and conditions

- Other insurance
9. **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.
- Governing law
10. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.
- Arbitration
11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

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

- Your obligations
1. **We** will not make any payment under this **policy** unless **you**:
- 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;
 - 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**;
 - 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;
 - give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.
- Fraud
2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

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

Special definitions for this section

Advertising	Advertising, publicity or promotion in or of your products or services.
Business activity	The activities shown in the schedule, which you perform in the course of your business .
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Retroactive date	The date stated as the retroactive date in the schedule.
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 during the period of insurance, and as a result of your business activity or advertising on or after the retroactive date within the geographical limits, any party brings a claim against you for:</p> <ol style="list-style-type: none">negligence or breach of a duty of care;negligent misstatement or negligent misrepresentation;infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;defamation;dishonesty of your individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to you and under your supervision;negligence or breach of a duty of care in connection with the transmission of a computer virus or a denial of service attack;any other civil liability unless excluded under What is not covered below; <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>
Sub-contractors or outsourcers	<p>We will indemnify you against any claim falling within the scope of What is covered. Claims against you, which is brought as a result of business activity undertaken on your behalf by any sub-contractor or outsourcer.</p>
Avoiding a potential claim against you	<p>If your client has reasonable grounds for being dissatisfied with the work you have done or which has been done on your behalf, refuses to pay for any or all of it, including amounts you legally owe to sub-contractors or outsourcers at the date of the refusal, 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>

Professional indemnity

Policy wording

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

Dishonesty of your employees, sub-contractors and outsourcers

If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** discover a loss from the dishonesty of **your** employees, or sub-contractors or outsourcers directly contracted to **you** and under **your** supervision, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss provided that the loss was suffered on or after the **retroactive date**.

Loss of documents

If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your business activity** is lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount shown in the schedule.

Additional cover

Court attendance compensation

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

What is not covered

Matters specific to your business

- A. **We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
1. any investment of, or direct advice on the investment of, client funds.
 2. any survey or valuation of physical property or any construction or erection work, other than heating, lighting, electrical, venting and other work normally undertaken by a building services engineer.
 3. any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or any breach of any legislation or regulation related to these activities.
 4. any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
 5. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
 6. the work of any personnel supplied by **you** to a client, unless **you** have breached a duty of care in supplying them.
 7. any computer **virus** that was not specifically targeted to **your** system.
 8. any liability under any contract which is greater than the liability **you** would have at law without the contract.
 9. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.

Matters insurable elsewhere

10. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer.
11. any discrimination, harassment or unfair treatment.
12. the death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
13. the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle.

Professional indemnity

Policy wording

14. the loss, damage or destruction of any tangible property:
- a. other than documents in **your** care, custody or control in connection with a **business activity** for a client; or
 - b. unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
- This clause does not apply to **your** own loss under the Loss of documents cover in **What is covered**.
15. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
16. the loss or distortion of any data held electronically.
17. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your business**, or a breach of any fiduciary duty, other than when performing a **business activity** for a client, or any statement, representation or information concerning **you** or **your business** contained in **your** accounts, reports or financial statements.
18. any supply, manufacture, sale, installation or maintenance of any product.
- Deliberate, reckless or dishonest acts
19. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
20. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in **What is covered**, Claims against you, but **we** will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.
- Pre-existing problems
21. any shortcoming in **your** work or **your** own loss which **you** knew about, or ought reasonably to have known about, before **we** agreed to insure **you**.
- Date recognition
22. **date recognition**.
- War, terrorism and nuclear
23. **war, terrorism or nuclear risks**.
- Asbestos
24. **asbestos risks**.
- B. **We** will not make any payment for:
- Claims brought by a related party
1. any claim brought by an insured within the definition of **you** or any party with a financial, executive or managerial interest in **you**, including any parent company or any party in which **you** have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third party directly arising out of the performance of **your business activity**.
- Restricted recovery rights
2. that part of any claim where **your** right of recovery is restricted by any contract.
- Lost profit and VAT
3. **your** lost profit, mark-up or liability for VAT or its equivalent.
- Trading losses
4. any trading loss or trading liability including those arising from the loss of any client, account or business.
- Non-compensatory payments
5. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
- Claims outside the applicable courts
6. any claim, including arbitration, brought outside the 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 overall limit of indemnity for this section shown in the schedule unless limited below or otherwise in the schedule. **We** will also pay for **defence costs**. However, if a payment greater than the applicable limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the relevant **excess** shown in the schedule.

When **we** settle a loss under **Your own losses**, Dishonesty of your employees, sub-contractors and outsourcers, **we** will deduct any sums **you** owe or the value of any property **you** hold belonging to the perpetrator.

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

Special limits

Aggregate limit for dishonesty, physical damage and injury

For **your** own losses arising from the dishonesty of **your** employees, sub-contractors and outsourcers and for claims brought against **you** arising from dishonesty of **your** partners, directors, employees, subcontractors or outsourcers and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone, the most **we** will pay is a single limit of indemnity for the total of all such losses and claims and their **defence costs**. The most **we** will pay for the total of **your** own losses arising from the dishonesty of **your** employees, sub-contractors and outsourcers is further limited to the amount shown in the schedule, which amount is included within the overall aggregate limit stated in this paragraph and not in addition to it.

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

Your obligations

If a problem arises

We will not make any payment under this section:

1. 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 any 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. any claim or threatened claim against **you**;
 - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee, sub-contractor or outsourcer has acted dishonestly.
2. if, when dealing with **your** client or a third party, **you** 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.

Control of defence

This is a duty to defend section. This means that **we** have the right and duty to defend **you** against any claim or part of a claim brought against **you** which is covered by this section and which **we** consider **you** have reasonable prospects of successfully defending.

If **we** do not consider that **you** have reasonable prospects of defending a claim or part of a claim **we** have the right but not the obligation to take control of and conduct in **your** name, the investigation, settlement or defence of the claim or part of the claim. Proceedings will only be defended taking into account the commercial considerations of the costs of defence. **We** may request that an opinion be obtained from a mutually agreed Queen's Counsel, or equivalent in a different jurisdiction, as to the prospects of **you** successfully defending a claim or part of a claim. Such opinion shall be binding on **you** and **us**. The costs of obtaining such opinion shall be met by **us**.

Appointment of legal representation

If a covered or partially covered claim is brought against **you**, then **we** have the right to appoint suitably qualified legal representation to defend **you**. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval.

Partially covered claims

If a claim which is only partially covered by this section is brought against **you**, amounts relating to the non-covered parts of the claim will be deducted from **our** final settlement. **We** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If **you** and **we** cannot agree on a fair allocation, **you** and **we** agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.

Payment of full limit of indemnity

We have no duty to defend **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity.

Payment of excess

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

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, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
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>

Public and products liability

Policy wording

- 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.

Criminal proceedings costs

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** or any employee of **yours**.

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:
 - a. employees' or visitors' vehicles or effects while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
 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**.

Public and products liability

Policy wording

Your products	<p>7. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.</p> <p>8. a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;</p> <p>b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products.</p>
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 .
	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.				
Criminal proceedings costs	The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. 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: <table><tr><td>1. You or your partner or director</td><td>£250</td></tr><tr><td>2. Any other employee</td><td>£100</td></tr></table> The most we will pay for the total of all court attendance compensation is £10,000.	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	<p>We will not make any payment under this section:</p> <ol style="list-style-type: none">unless you notify us promptly of any claim or threatened claim against you. For claims arising out of bodily injury, you must notify us immediately and in any event within 7 days of a claim or 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.unless you notify us as soon as practicable of:<ol style="list-style-type: none">your discovery that products are defective;any threatened criminal action by any governmental, administrative or regulatory body.if, when dealing with your client or a third party, you 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.
Correcting problems	We will not make any payment for products claims if you fail to 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.

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	<p>If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you.</p>
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against 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 6 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.
- Deliberate or reckless acts
- Offshore
- Road traffic legislation
- Claims 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

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within 7 days of a claim or 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
By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE
2. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your employee** or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement.

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.

Crisis containment

Policy wording

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

Special definitions for this section

Crisis	A time of severe difficulty in your activities or danger to your business as a result of an insured event that could, if left unmanaged, cause adverse or negative publicity of or media attention to you or your business .
Crisis containment costs	Costs incurred with our consent 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 event	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 as a direct result of a crisis commencing during the period of insurance .
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What is not covered

We will not make any payment for:

1. **crisis containment costs** relating to any part of a claim not covered by this **policy**.
2. costs which are covered under any other section of this **policy**.
3. **crisis containment costs** which have not been approved in advance by **us** or, if applicable, the **crisis containment provider**.
4. any **crisis containment costs** directly or indirectly due to:
 - a. any incident, act, investigation or problem that affects **your** profession or industry; or
 - b. governmental regulations which affect another country or **your** profession or industry; or
 - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
 - d. socioeconomic changes or business trends which affect **your business** or **your** profession or industry.

How much we will pay

The most **we** will pay under this section is the single limit of indemnity shown in the schedule, irrespective of the number of **crises** or **insured events**.

Your obligations

If a crisis arises during working hours

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

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

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

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section and no work will be carried out by the **crisis containment provider**.

You must give **us** any information which **we** may reasonably require and 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 give the **crisis containment provider** any information which they may reasonably require and co-operate fully with them in the management of the **crisis**. The **crisis containment provider** will then notify **us** of the **crisis** as soon as reasonably practicable.

The **crisis containment provider** is authorised by **us** to spend, at their discretion, up to the amount shown in the schedule 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 **policy**.