

# RENEWAL SCHEDULE

Policy: HU PI6 9297451 (78)



## INSURANCE DETAILS

**Period of Insurance:** From 01 January 2019 to 31 December 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 Monthly Direct Debit  
**Anniversary Date:** 01 January 2019

## INSURED DETAILS

**Insured :** National Rifle Association  
**Address :** Bisley Camp  
Brookwood  
WOKING  
GU24 0PB

**Additional Insureds :** For Additional Insureds refer to the Additional Insureds Section below.  
**Business :** National Governing Body for National Rifle Association



Sponsored by Hiscox  
2012-2015



BIA Customer Care Award  
2012



Outstanding Insurer Claims  
Team of the Year 2013

**PROFESSIONAL INDEMNITY**

**Section wording :** 5998 WD-PIP-UK-SP(4)  
**Insurer:** Hiscox Insurance Company Limited for your insured companies registered in the UK, Channel Islands, Isle of Man, Gibraltar or outside the EEA. Hiscox SA for your insured companies registered in the EEA (not including the UK, Channel Islands, Isle of Man or Gibraltar)  
**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  
**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

**Business Activities**

\*\*OVERTYPE BESPOKE ACTIVITY\*\*

**Endorsements**

**113.1** Loss of own documents endorsement  
**400.1** Retroactive date: Business performed in the past

**INTERNET AND E-MAIL**

**Section wording :** 5992 WD-PIP-UK-IE(5)  
**Insurer:** Hiscox Insurance Company Limited  
**Limit of indemnity:** £ 250,000  
**Limit applies to :** in the aggregate including costs  
**Excess Applies to :** each claim or loss excluding defence costs  
**Geographical Limits :** Worldwide  
**Applicable Courts :** Worldwide excluding claims brought in USA/Canada

**Endorsements**

**257.0** Business performed in the past (I&E)

**PUBLIC AND PRODUCTS LIABILITY**

**Section wording :** 6130 WD-PIP-UK-GL(6)

**Insurer:** Hiscox Insurance Company Limited for your insured companies registered in the UK, Channel Islands, Isle of Man, Gibraltar or outside the EEA. Hiscox SA for your insured companies registered in the EEA (not including the UK, Channel Islands, Isle of Man or Gibraltar)

**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

**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 aggregate during any one period of insurance

Pollution defence costs £ 100,000 in aggregate during any one period of insurance

**Endorsements**

**3047.1** Addition of cover: abuse or molestation (occurring basis)

**3115.0** Member to member liability (GL)

**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

**PROPERTY - PORTABLE EQUIPMENT**

**Section wording :** 12835 WD-PIP-UK-PYA(2)  
**Insurer:** Hiscox Insurance Company Limited

**Property - portable equipment (UK/Ireland)**

**Excess:** £ 250  
**Excess Applies to :** each and every loss

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

Reconstitution of electronic data £ 5,000  
 Additions to portable equipment £ 10,000 or 10% of the amount insured for portable equipment, whichever is the greater

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

Fraud and dishonesty £ 5,000 in total during any one period of insurance

**Property - portable equipment (Worldwide)**

Item Description	Excess	Amount insured
Directly Affiliated Members shooting equipment anywhere in the world	£ 250	£ 11,576
Club contents up to the amount insured as declared to Endsleigh	£ 250	£ 50,000

**Amount insured:** £ 61,576  
**Excess:** £ 250  
**Excess Applies to :** each and every loss

**What is not Covered**

**Endorsements**

Amendment - Under Insurance

**MANAGEMENT LIABILITY - TRUSTEES AND INDIVIDUAL LIABILITY**

**Section wording :** 6787 WD-CAL-UK-TIL(2)  
**Insurer:** Hiscox Insurance Company Limited for your insured companies registered in the UK, Channel Islands, Isle of Man, Gibraltar or outside the EEA. Hiscox SA for your insured companies registered in the EEA (not including the UK, Channel Islands, Isle of Man or Gibraltar)  
**Limit of indemnity:** £ 10,000,000  
**Limit applies to :** in the aggregate including costs  
**Excess Applies to :** each and every claimant including costs  
**Geographical Limits :** Worldwide excluding the USA and Canada  
**Applicable Courts :** Worldwide excluding claims brought in USA/Canada

**Endorsements**

**705.6** Prior and pending litigation date  
Company Deemed To Be A Subsidiary

**MANAGEMENT LIABILITY - CORPORATE LEGAL LIABILITY**

**Section wording :** 6759 WD-PIP-UK-CLL(8)  
**Insurer:** Hiscox Insurance Company Limited for your insured companies registered in the UK, Channel Islands, Isle of Man, Gibraltar or outside the EEA. Hiscox SA for your insured companies registered in the EEA (not including the UK, Channel Islands, Isle of Man or Gibraltar)  
**Limit of indemnity:** £ 10,000,000  
**Limit applies to :** in the aggregate including costs  
**Excess:** £ 2,500  
**Excess Applies to :** Each and every claim. This will apply to costs.  
**Geographical Limits :** Worldwide excluding the 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)

Pollution	£ 100,000 in aggregate during any one period of insurance
Dishonesty of your employees	£ 100,000 in aggregate during any one period of insurance

**Endorsements**

**705.6** Prior and pending litigation date  
Company Deemed To Be A Subsidiary

**CRISIS CONTAINMENT**

**Section wording :** 9810 WD-CHR-UK-CRI(1)  
**Insurer:** Hiscox Insurance Company Limited  
**Limit of indemnity:** £ 25,000  
**Limit applies to :** in aggregate during any one period of insurance

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

Outside working hours discretionary crisis £ 2,000  
mitigation costs

**Endorsements**

**9003.0** Crisis containment provider: Hill & Knowlton

**BUSINESSHR**

**Section wording :** 7122 WD-PIP-UK-BHR(2)  
**Description:** BusinessHR provides an interactive website that gives you access to a variety of legally compliant HR documents for your business needs, along with extensive advice on handling all aspects of employment from recruitment to retirement. At an additional cost you can contact BusinessHR's experienced HR advisors for advice on specific situations.

**ADDITIONAL INSUREDS**

Affiliated Associations

Covered on the same basis as the Insured.

Affiliated Clubs

Covered on the same basis as the Insured.

Affiliated Members

Covered on the same basis as the Insured.

Affiliated Schools

Covered on the same basis as the Insured.

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**

<b>Clause</b>	<b>113.1</b>	<p><b>Loss of own documents endorsement</b></p> <p>This section is extended to cover <b>you</b> against the cost of restoring or replacing any document, information or data of <b>yours</b> which is necessary for the performance of <b>your business activity</b> if <b>you</b> discover during the <b>period of insurance</b> that it has been lost, damaged or destroyed while in <b>your</b> possession. This does not include any bearer bonds, coupons, share certificates, stamps, money or other negotiable documents or any artwork created in the performance of <b>your business activity</b>.</p>
---------------	--------------	---

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

**HOW MUCH WE WILL PAY**

**We** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing the lost, damaged or destroyed document, information or data.

This endorsement does not increase the total amount **we** will pay for all claims inclusive of **defence costs**, and **your** own losses, arising from dishonesty 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. **You** must pay the relevant **excess** shown in the schedule.

<b>Clause</b>	<b>400.1</b>	<p><b>Retroactive date: Business performed in the past</b></p> <p><b>We</b> will not make any payment for any claim or loss which arises from any <b>business activity</b> performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before: 01/01/2016</p>
---------------	--------------	---

**Internet and e-mail: endorsements**

<b>Clause</b>	<b>257.0</b>	<p><b>Business performed in the past (I&amp;E)</b></p> <p><b>We</b> will not make any payment for any claim or loss which arises from any <b>business activity</b> performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before 1st January 2015.</p>
---------------	--------------	---

**Public and products liability: endorsements**



Policy: HU PI6 9297451 (78)

---

Clause 3047.1 Addition of cover: abuse or molestation (occurring basis)

The following is added to **What is covered**:

Abuse or molestation claims

If, as a result of **your activities** in the United Kingdom, the Channel Islands or the Isle of Man, any party brings a claim against **you** for **abuse or molestation** occurring during the **period of insurance**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

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

**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.

The following is deleted from **What is not covered A**:

Abuse or molestation

15. **abuse or molestation**.

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

Criminal action against **employee** for abuse or molestation

5. any criminal action brought against any **employee** for **abuse or molestation**.

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

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

Abuse or molestation

For claims arising from **abuse or molestation**, the most **we** will pay is £5,000,000 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. **You** must pay an **excess** of £1,000.

**Policy: HU PI6 9297451 (78)**

<b>Clause</b>	<b>3115.0</b>	<p><b>Member to member liability (GL)</b></p> <p>The following is added to <b>What is covered</b>:</p> <p>Member to member liability</p> <p><b>We</b> will separately indemnify each of <b>your</b> members or participants as if they were insured individually including the liability of members or participants to each other. <b>Our</b> total liability will not exceed the limit of indemnity shown in this <b>policy</b> irrespective of the number of members or participants involved in a claim.</p>
---------------	---------------	---

**Employers' liability: endorsements**

<b>Clause</b>	<b>3040.0</b>	<p><b>Employers' Liability Tracing Office (ELTO) and your data</b></p> <p><b>Your policy</b> 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.</p> <p>You can find out more:</p> <ul style="list-style-type: none"> <li>- from <b>your</b> insurance adviser (if <b>you</b> have one); or</li> <li>- by contacting <b>us</b>; or</li> <li>- at <a href="http://www.elto.org.uk">www.elto.org.uk</a>.</li> </ul>
---------------	---------------	---

<b>Clause</b>	<b>3121.0</b>	<p><b>Employers liability insurance - mandatory information required</b></p> <p><b>You</b> must provide <b>us</b> with the following information for each entity insured under this section of the <b>policy</b>:</p> <ol style="list-style-type: none"> <li>1. Employer name; and</li> <li>2. Full address of employer including postcode; and</li> <li>3. HMRC Employer Reference Number (ERN).</li> </ol> <p>If any insured entity does not have an ERN, <b>you</b> must provide <b>us</b> with one of the following reasons:</p> <ol style="list-style-type: none"> <li>a. The entity has no employees; or</li> <li>b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or</li> <li>c. The entity is not registered in England, Wales, Scotland or Northern Ireland.</li> </ol> <p><b>You</b> must inform <b>us</b> immediately of any changes to the above information. This information is required by <b>us</b> to enable compliance with mandatory regulatory requirements for Employers' liability insurance.</p>
---------------	---------------	---

**Property - Portable equipment: endorsements**

**Policy: HU PI6 9297451 (78)**

**Clause** **Amendment - Under Insurance**

**Amendment of cover: under insurance**

The following is deleted from **How much we will pay**:

Under insurance

If, at the time of **damage**, the **amount insured** is less than 85% of the total value of the **portable equipment**, the amount we pay will be reduced in the same proportion as the under insurance.

**Trustees and individual liability (Clubs): endorsements**

**Clause** **705.6** **Prior and pending litigation date**

Prior and pending litigation date: Inception - TBA

**Clause** **Company Deemed To Be A Subsidiary**

**Company deemed to be a subsidiary**

Under each section of the **policy**, the definition of **subsidiary** under **Special definitions for this section** is amended to read as follows:

**Subsidiary**

Any entity in which **you**:

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

Or

The under noted companies:

1. current registered and affiliated clubs of National Rifle Association
2. current registered and affiliated members of National Rifle Association

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

**Corporate legal liability: endorsements**

**Policy: HU PI6 9297451 (78)**

<b>Clause</b>	<b>705.6</b>	<p><b>Prior and pending litigation date</b></p> <p>Prior and pending litigation date: Inception - TBA</p> <p><b>Company Deemed To Be A Subsidiary</b></p> <p><b>Company deemed to be a subsidiary</b></p> <p>Under each section of the <b>policy</b>, the definition of <b>subsidiary</b> under <b>Special definitions for this section</b> is amended to read as follows:</p> <p><b>Subsidiary</b></p> <p>Any entity in which <b>you</b>:</p> <ol style="list-style-type: none"> <li>1. own directly or through one or more of <b>your</b> subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or</li> <li>2. control a majority of its voting rights under a written agreement with other shareholders or members.</li> </ol> <p>Or</p> <p>The under noted companies:</p> <ol style="list-style-type: none"> <li>1. current registered and affiliated clubs of National Rifle Association</li> </ol> <p>If an entity ceases to be a <b>subsidiary</b> during the <b>period of insurance</b>, cover will continue but only for a <b>claim</b> against <b>you</b> or an <b>insured person</b> arising from a <b>wrongful act or employment practice wrongful act</b> committed before it ceased to be a <b>subsidiary</b></p>
---------------	--------------	--

**Crisis containment: endorsements**

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

**Endorsements which apply to whole policy**

**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****Using your personal information**

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

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

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

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

**INFORMATION ABOUT US**

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

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

---

**Insurers**

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

<b>Name</b>	<b>Hiscox SA</b>
<b>Registered address</b>	Local branch office: Hiscox SA (UK) 1 Great St Helens London EC3A 6HX United Kingdom
<b>Company registration</b>	Local branch: Registered in England number BR01988
<b>Status</b>	Hiscox SA: Authorised and regulated by the Commissariat aux Assurances. Local branch: Regulated by the Financial Conduct Authority and the Prudential Regulation Authority

<b>Name</b>	<b>Hiscox Insurance Company Limited</b>
<b>Registered address</b>	1 Great St. Helens London EC3A 6HX United Kingdom
<b>Company registration</b>	Registered in England number 00070234
<b>Status</b>	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](mailto:customer.relations@hiscox.com).

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

---

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

## 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 <b>you</b> or anyone on <b>your</b> behalf provided before <b>we</b> agreed to insure <b>you</b> is incorporated into and forms the basis of this <b>policy</b>.</p> <p>All facts and matters which might be relevant to <b>our</b> consideration of <b>your</b> proposal must be disclosed and all material representations made to <b>us</b> must be true, otherwise <b>we</b> are entitled to treat this insurance as if it had never existed.</p>  |
| Change of circumstances | <p>2. <b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b>. (A material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance.) <b>We</b> may then change the terms and conditions of this <b>policy</b>.</p>  |
| Due diligence           | <p>3. <b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair.</p>  |
| Premium payment         | <p>4. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b> have paid the premium.</p>   |
| Cancellation            | <p>5. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro rata refund of the premium for the remaining portion of the <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium under £10.</p> <p>If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b>. In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b>. <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.</p> |
| Multiple insureds       | <p>6. The most <b>we</b> will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>.</p> <p><b>You</b> agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b>.</p>   |
| Aggregate limit         | <p>7. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b>.</p> <p>If the <b>period of insurance</b> is continuous, the aggregate limit will apply to all relevant claims or losses covered under the <b>policy</b> 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. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b>. Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>  |

## 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**

<b>Advertising</b>	Advertising, publicity or promotion in or of <b>your</b> products or services.
<b>Business activity</b>	The activities shown in the schedule, which <b>you</b> perform in the course of <b>your business</b> .
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Retroactive date</b>	The date stated as the retroactive date in the schedule.
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

---

**What is covered**

Claims against you	<p>If during the <b>period of insurance</b>, and as a result of <b>your business activity</b> or <b>advertising</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li>negligence or breach of a duty of care;</li><li>negligent misstatement or negligent misrepresentation;</li><li>infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;</li><li>breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;</li><li>defamation;</li><li>dishonesty of <b>your</b> individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to <b>you</b> and under <b>your</b> supervision;</li><li>negligence or breach of a duty of care in connection with the transmission of a computer <b>virus</b> or a denial of service attack;</li><li>any other civil liability unless excluded under <b>What is not covered</b> below;</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Sub-contractors or outsourcers	<p><b>We</b> will indemnify <b>you</b> against any claim falling within the scope of <b>What is covered</b>. Claims against you, which is brought as a result of <b>business activity</b> undertaken on <b>your</b> behalf by any sub-contractor or outsourcer.</p>
Avoiding a potential claim against you	<p>If <b>your</b> client has reasonable grounds for being dissatisfied with the work <b>you</b> have done or which has been done on <b>your</b> behalf, refuses to pay for any or all of it, including amounts <b>you</b> legally owe to sub-contractors or outsourcers at the date of the refusal, and threatens to bring a claim against <b>you</b> for more than the amount owed, it may be possible to settle the dispute with the client by <b>your</b> agreeing not to press for the disputed amount. If so, <b>we</b> will pay <b>you</b> the amount owed to <b>you</b> at that time if <b>we</b> believe that this will avoid a legitimate claim for a greater amount and <b>we</b> have given <b>our</b> 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 <b>we</b> still believe that by not pressing for the disputed amount <b>you</b> will avoid a legitimate claim or counterclaim for a greater amount, <b>we</b> will pay the amount owed to <b>you</b> at that time. If a claim is still brought, <b>we</b> will deal with it but <b>our</b> total payment, including what <b>we</b> have already paid <b>you</b> or on <b>your</b> behalf, will not exceed the applicable limit of indemnity shown in the schedule. <b>You</b> must return the amount <b>we</b> have paid if <b>you</b> eventually recover the debt, less <b>your</b> 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**

<b>Computer system</b>	<b>Your</b> own computer network, including any third party software programs.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Hacker</b>	Anyone who specifically and maliciously targets <b>you</b> and gains access to the <b>website</b> via the internet or other external electronic link, solely by circumventing electronically the security systems in place to protect against such access. A hacker does not include: a. any director or partner of <b>yours</b> or any sub-contractor, self-employed freelancer or third party on <b>your</b> premises without permission; b. anyone who gains access directly through either any computer, computer system or network of <b>yours</b> or the physical possession of any password or other security code.
<b>Website</b>	Any website(s), intranet or extranet where <b>you</b> have full control over the content and which <b>you</b> run for the promotion of <b>your</b> own <b>business</b> .
<b>You / your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or officer or senior manager in actual control of <b>your</b> operations

---

**What is covered**

Claims against you	If during the <b>period of insurance</b> , and as a result of <b>your</b> business, any party brings a claim against <b>you</b> arising from: a. the content of <b>your</b> email, intranet, extranet or <b>website</b> (including its domain name, metatags and hyperlinks and the marketing and advertising of <b>your</b> business on the <b>website</b> ), including alterations or additions made by a <b>hacker</b> , but not connected with any professional business activity for a client, and due to: i. <b>your</b> infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page; ii. any defamatory statement on <b>your website</b> or in <b>your</b> email, including any defamatory statement concerning a client or business competitor of <b>yours</b> ; iii. <b>your</b> breach of confidence or infringement of any right to privacy; b. <b>your</b> negligent transmission of a computer <b>virus</b> , worm, logic bomb or Trojan horse to anyone with whom <b>you</b> do business or who uses <b>your website</b> in the course of their business, c. <b>your</b> unauthorised collection or misuse of any data concerning any customer or potential customer of <b>yours</b> which is either confidential or subject to statutory restrictions on its use and which <b>you</b> obtained through the internet or extranet or <b>website</b> and hold electronically, d. a third party's good faith reliance on a <b>hacker's</b> fraudulent use of <b>your</b> encrypted electronic signature, encrypted electronic certificate, email or <b>website</b> where there was a clear intention to cause <b>you</b> loss or obtain a personal gain for the <b>hacker</b> , <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation. <b>We</b> will also pay <b>defence costs</b> , but <b>we</b> will not pay costs for any part of a claim not covered by this section.
Your losses from vandalism	If, during the <b>period of insurance</b> , a <b>hacker</b> damages, destroys or alters <b>your website</b> or <b>computer system</b> , <b>we</b> will pay the reasonable and necessary costs and expenses <b>you</b> incur with <b>our</b> prior written consent to repair or replace the affected part of the <b>website</b> or <b>computer system</b> to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before it was damaged, destroyed or altered.

If, during the **period of insurance**, a **hacker** threatens to damage **your website** in a way which would be covered by this section, **we** will indemnify **you** against the ransom paid with our prior written consent or, if the demand is for goods or services, their market value at the time of surrender. **We** will only indemnify **you** in this way if **you** can demonstrate to **us** that the ransom has been surrendered under duress and that before agreeing to its payment **you** took all reasonable efforts to determine that the threat was genuine and not a hoax and to ensure that at least one of **your** senior officers agreed to the ransom's payment.

If a claim arises from the cover provided in either of the two immediately preceding paragraphs **we** will also pay any advertising or publicity expenses reasonably and necessarily incurred, and with our prior permission, in contacting any people who attempted to use the **website** while it was damaged, destroyed or altered.

---

### What is not covered

Matters specific to your business

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. any **virus**, worm, logic bomb or Trojan horse written or created by **you**, **your** employee or any self-employed freelancer directly contracted to **you** and under **your** supervision.
  2. any **virus**, worm, logic bomb or Trojan horse which indiscriminately replicates itself and is automatically disseminated on a global or national scale, or to an identifiable class or sector of users, unless specifically passed on to **you** by a **hacker** of **your website** or **computer system**.
  3. the infringement of any patent.
  4. any unauthorised or fraudulent use of any credit, debit, charge or store card.
  5. the use or provision of any games, or any gaming, gambling, lottery or auctioneering facilities or services.
  6. the failure or interruption of the service provided by an internet service provider or any telecommunications or other utility provider.
  7. any pornographic, sexually explicit or obscene material unless arising directly from the activities of a **hacker**.
  8. any defamatory statement concerning any partner, director or employee of **yours** or a self-employed freelancer directly contracted to **you** and under **your** supervision.
  9. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
  10. any data or software unique to your company

Matters insurable elsewhere

11. the death or any bodily or mental injury or disease suffered by anyone.
12. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
13. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
14. **your** supply, manufacture, sale, installation or maintenance of any product.

Deliberate, reckless or dishonest acts

15. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
16. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.

Date recognition.

17. **date recognition**.

War, terrorism and nuclear

18. **war, terrorism or nuclear risks**

Pre-existing problems

- B. **We** will not make any payment for:
1. any claim, potential claim or loss or payment which could be made under this section which **you** knew about, or ought reasonably to have known about, before **we** agreed to insure **you**.

Non-compensatory payments	<ol style="list-style-type: none"> <li>2. fines and contractual penalties, punitive or exemplary damages.</li> <li>3. any trading loss or trading liability including those arising from the loss of any client, account or business.</li> </ol>
Claims outside the applicable courts	<ol style="list-style-type: none"> <li>4. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</li> </ol> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

### How much we will pay

The most **we** will pay for the total of all claims, their **defence costs** and **your** own losses is the limit of indemnity shown in the schedule irrespective of the number of claims or losses. However, the most **we** will pay for **your** own losses from vandalism, including any advertising or publicity expenses, is the amount shown in the schedule. This does not increase the limit of indemnity. **You** must pay the relevant **excess** shown in the schedule.

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

Paying out the limit of indemnity

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

### 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 any matter 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** first awareness of any fraud, threatened fraud or suspicion of fraud involving **your website**, electronic signature or electronic mail.
  - d. any damage, destruction or alteration to **your website** or **computer system**.
  - e. **your** first awareness of any threat to damage **your website**.
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 without **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.
3. if **you** do not inform the police of any ransom demand as soon as is practicable.

Computer systems protection and back-ups

**We** will not make any payment under this section if **you** have failed to:

- a. take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to **your computer system**, network, electronic link or **website**;
- b. make back-up copies of any data, file or program at reasonably frequent intervals;
- c. cancel any user name, password or other security protection after **you** knew or had reasonable grounds to suspect that it had been made available to any unauthorised person.

---

**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

<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Inefficacy</b>	The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.
<b>Personal injury</b>	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You / your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

---

### What is covered

Claims against you	<p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li><b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>;</li><li><b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>,</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of <b>yours</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners or any employee or spouse of such person against legal liability as a result of <b>bodily injury</b>, <b>property damage</b> or <b>personal injury</b> 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"><li>where indemnity arises out of the ownership or occupation of land or buildings;</li><li>where indemnity is provided by any other insurance.</li></ol>
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against a customer of <b>your business</b> for whom <b>you</b> are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, 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 <b>product</b> or any of its parts.</p> <p>8. a. any <b>products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b>;</p> <p>b. any <b>products</b> installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or <b>products</b>.</p>
Inefficacy	9. <b>inefficacy</b> .
Deliberate or reckless acts	10. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	11. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Date recognition	12. <b>date recognition</b> .
War, terrorism and nuclear	13. <b>war, terrorism or nuclear risks</b> .
Asbestos	14. <b>asbestos risks</b> .
	B. <b>We</b> will not make any payment for:
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any country outside the <b>geographical limits</b> .

### 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 <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims. <b>We</b> will also pay for <b>defence costs</b> for those claims until the limit of indemnity has been exhausted. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Pollution	For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> , including any claims forming part of a series of other claims regarded as one claim under this section. The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount shown in the schedule. <b>You</b> must pay the relevant <b>excess</b> 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 <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.				
Criminal proceedings costs	The most <b>we</b> will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .				
Court attendance compensation	<b>We</b> will pay <b>you</b> the following compensation for each day, or part day: <table><tr><td>1. <b>You</b> or <b>your</b> partner or director</td><td>£250</td></tr><tr><td>2. Any other employee</td><td>£100</td></tr></table> The most <b>we</b> will pay for the total of all court attendance compensation is £10,000.	1. <b>You</b> or <b>your</b> partner or director	£250	2. Any other employee	£100
1. <b>You</b> or <b>your</b> partner or director	£250				
2. Any other employee	£100				
Paying out the limit of indemnity	At any stage <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for those claims or their <b>defence costs</b> .				

---

**Your obligations**

If a problem arises	<p><b>We</b> will not make any payment under this section:</p> <ol style="list-style-type: none"><li>unless <b>you</b> notify <b>us</b> promptly of any claim or threatened claim against <b>you</b>. For claims arising out of <b>bodily injury</b>, <b>you</b> must notify <b>us</b> 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, <b>you</b> must confirm the facts in writing within 30 days with as much information as is available. <b>You</b> should make this notification directly to <b>us</b> (and <b>your</b> insurance adviser, if <b>you</b> have one) as follows, ensuring 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.</li><li>unless you notify <b>us</b> as soon as practicable of:<ol style="list-style-type: none"><li><b>your</b> discovery that <b>products</b> are defective;</li><li>any threatened criminal action by any governmental, administrative or regulatory body.</li></ol></li><li>if, when dealing with <b>your</b> client or a third party, <b>you</b> admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement. <b>You</b> must also not reveal the amount of cover available under this insurance, unless <b>you</b> had to give these details in negotiating a contract with <b>your</b> client or have <b>our</b> prior written agreement.</li></ol>
Correcting problems	<b>We</b> will not make any payment for <b>products</b> claims if <b>you</b> fail to take reasonable steps to remedy or rectify, at <b>your</b> expense, any defect or failure in the goods or services <b>you</b> 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**

<b>Bodily injury</b>	Death or any bodily or mental injury or disease.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Employee</b>	<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 <b>you</b> in connection with <b>your business</b> who is:</p> <ol style="list-style-type: none"><li>employed by <b>you</b> under a contract of service or apprenticeship;</li><li>hired to or borrowed by <b>you</b>;</li><li>self-employed and working on a labour only basis under <b>your</b> control or supervision;</li><li>engaged by labour only sub contractors;</li><li>a labour master or a person supplied by him;</li><li>engaged under a work experience or training scheme;</li><li>a voluntary helper.</li></ol>
<b>Terrorism</b>	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 <b>employee</b> brings a claim against <b>you</b> for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of their work for <b>you</b> within the <b>geographical limits</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>The amount <b>we</b> pay will include <b>defence costs</b> but <b>we</b> 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 <b>you</b> during the <b>period of insurance</b> for any breach of statute or regulation directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b>.</p>
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against a customer of <b>your business</b> for whom you are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ol style="list-style-type: none"><li>has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li><li>has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li><li>gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li></ol>



---

**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.

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

---

**Special definitions for this section**

<b>Hacker</b>	Anyone who maliciously targets <b>you</b> and gains unauthorised access to <b>your</b> website, intranet, computer system, network, telephony equipment or data that <b>you</b> hold electronically.
<b>Personal effects</b>	Articles worn, used or carried about the person.
<b>Portable equipment</b>	Portable equipment used in connection with <b>your business</b> which belongs to <b>you</b> or for which <b>you</b> are legally responsible, including: <ol style="list-style-type: none"><li>1. <b>computers</b> including laptops and tablets;</li><li>2. mobile phones;</li><li>3. television and video equipment;</li><li>4. tools;</li><li>5. accessories associated with any of the above;</li><li>6. goods held in trust.</li></ol>

---

**What is covered**

**We** will insure **you** against **damage** occurring during the **period of insurance** to **portable equipment** within the **geographical limits**.

**Additional cover**

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

Reconstitution of electronic data	1. the reasonable costs of reconstituting the data <b>you</b> need to continue <b>your business</b> , if <b>your</b> electronic <b>business</b> records and electronic data have been lost or distorted as a direct result of <b>damage</b> covered under this section.
Additions to portable equipment	2. <b>damage</b> occurring during the <b>period of insurance</b> to any additional <b>portable equipment</b> , provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.

---

**What is not covered**

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

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation or any gradually operating cause;
  - b. theft or attempted theft from an unattended vehicle unless the item is out of sight in a locked boot or locked storage compartment;
  - c. a **virus** or **hacker**;
  - d. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire.
2. **damage** to **portable equipment** away from the **business premises** unless the **portable equipment** is in **your** care, custody, or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or premises.
3. **damage** to **portable equipment** being cleaned, worked on or maintained.
4. **damage** to any **portable equipment** directly resulting from its own **failure**.
5. **damage** to **personal effects**.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. loss or distortion of information resulting from error or malfunction of **portable equipment**.
8. the value to **you** of any lost or distorted information.

## Property – portable equipment

### Policy wording

9. unexplained loss or disappearance.
10. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
11.
  - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
  - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.
 

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
12. any indirect losses which result from the incident which caused **you** to claim.
13. **war, confiscation and nuclear risks**.
14. the amount of the **excess**.

---

### How much we will pay

Repair and replacement	<p><b>We</b> will pay up to the <b>amount insured</b> shown in the schedule unless limited below or in the schedule.</p> <p>At <b>our</b> option <b>we</b> will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"> <li>1. for <b>portable equipment</b> the cost of repair or replacement as new;</li> <li>2. for goods held in trust, the lesser of:           <ol style="list-style-type: none"> <li>i. <b>your</b> liability in respect of the goods held in trust;</li> <li>ii. the cost of repair or replacement at the trade market value of such goods.</li> </ol> </li> </ol>
Under insurance	<p>If, at the time of <b>damage</b>, the <b>amount insured</b> is less than 85% of the total value of the <b>portable equipment</b>, the amount <b>we</b> pay will be reduced in the same proportion as the under insurance.</p>
Other interests	<p>Any payment <b>we</b> make will take into account the interest of any party having an insurable interest in the <b>portable equipment</b> insured, provided <b>you</b> have advised <b>us</b> of the nature and extent of the interest together with the name and address of that interested party.</p>

---

### Your obligations

If any damage occurs	<p><b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> promptly of any <b>damage</b> which might be covered.</p> <p><b>You</b> must report to the police or relevant local authority, as soon as reasonably possible, any <b>damage</b> arising from theft, attempted theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.</p> <p><b>You</b> must arrange for urgent repairs to be done immediately. Before any other repair work begins <b>we</b> have the right to inspect the damaged <b>portable equipment</b>. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.</p>
Backing-up electronic data	<p><b>We</b> will not make any payment for reconstitution of electronic data unless <b>you</b> take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the <b>business premises</b>.</p>

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

#### Special definitions for this section

<b>Bail costs</b>	Costs incurred with our prior written agreement to pay for a bond or other financial instrument to guarantee an <b>insured person's</b> bail or equivalent in any other jurisdiction.
<b>Claim</b>	Any written demand or civil, criminal, regulatory or arbitration proceeding made against an <b>insured person</b> seeking monetary damages or other legal relief alleging a <b>wrongful act</b> .
<b>Crisis containment costs</b>	Costs incurred in utilising the services of Chelgate Limited following a <b>claim</b> to prevent, limit or mitigate the actual or anticipated adverse or negative publicity or media attention of <b>you</b> .
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any <b>claim</b> made against an <b>insured person</b> or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any <b>claim</b> .
<b>Employee</b>	Any person under a contract of service with <b>you</b> or any person directly engaged by <b>you</b> with or without payment including any volunteer solely whilst under <b>your</b> control in connection with your <b>business</b> .
<b>Employment claim</b>	A <b>claim</b> by any <b>employee</b> for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, invasion of privacy or any other <b>claim</b> as a result of the employment or non-employment by <b>you</b> of any current, former or potential <b>employee</b> .
<b>Health and safety/ manslaughter claim</b>	Any <b>claim</b> against any <b>insured person</b> alleging involuntary, constructive or gross negligence manslaughter or any <b>claim</b> under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction.
<b>Extradition proceeding</b>	Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals.
<b>Insured person</b>	<ol style="list-style-type: none"> <li>1. any natural person who was, is or during the <b>period of insurance</b> becomes a trustee, committee member, volunteer, director or officer of <b>you</b>.</li> <li>2. any de facto director whilst acting in such capacity for <b>you</b>.</li> <li>3. any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.</li> <li>4. any <b>employee</b> of <b>you</b>.</li> <li>5. the lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a <b>claim</b> against that person.</li> <li>6. the estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a <b>claim</b> against that person.</li> </ol> <p><b>Insured person</b> does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.</p>
<b>Investigation</b>	<p>An official examination, official enquiry or official investigation into <b>you</b> or <b>any insured person</b> conducted by any regulator, government department or other body legally empowered.</p> <p>Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation which is not solely related to <b>your</b> or <b>any insured person's</b> conduct.</p>
<b>Legal representation costs</b>	Reasonable and necessary legal costs, fees, charges and expenses for which any <b>insured person</b> is legally liable, incurred with <b>our</b> prior written consent (not including remuneration of any <b>insured person</b> or other additional costs of <b>yours</b> ) for legal representation directly in relation to an <b>investigation</b> .

<b>Loss</b>	<p>The amount any <b>insured person</b> becomes legally liable to pay in respect of a <b>claim</b> including <b>defence costs, legal representation costs</b>, awards of damages (including punitive and exemplary damages where legally permissible), awards of costs, settlements with <b>our</b> prior written agreement (which shall not be unreasonably withheld).</p> <p><b>Loss</b> does not include:</p> <ol style="list-style-type: none"><li>any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits;</li><li>punitive and exemplary damages in relation to an <b>employment claim</b>;</li><li>the multiplied portion of any damages award unless awarded for defamation.</li></ol>
<b>Pollutant</b>	<p>Any contaminant, irritant or other substance, including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).</p>
<b>Pollution</b>	<p>Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any pollutant.</p>
<b>Retired trustee</b>	<p>Any <b>insured person</b> no longer acting in such capacity</p>
<b>Subsidiary</b>	<p>Any entity in which <b>you</b>:</p> <ol style="list-style-type: none"><li>own directly or through one or more of <b>your</b> subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or</li><li>control a majority of its voting rights under a written agreement with other shareholders or members.</li></ol> <p>If an entity ceases to be a <b>subsidiary</b> during the <b>period of insurance</b>, cover will continue but only for a <b>claim</b> against <b>you</b> or an <b>insured person</b> arising from a <b>wrongful act or employment practice wrongful act</b> committed before it ceased to be a <b>subsidiary</b>.</p>
<b>Wrongful act</b>	<p>Any actual or alleged act, error or omission committed or attempted by an <b>insured person</b> arising from the performance of the <b>insured person's</b> duties in their capacity as <b>your</b> trustee, committee member, volunteer, director, officer or <b>employee</b> including:</p> <ol style="list-style-type: none"><li>breach of any duty, including fiduciary or statutory duty;</li><li>breach of trust;</li><li>negligence, negligent misstatement, misleading statement or negligent misrepresentation;</li><li>defamation;</li><li>wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation);</li><li>breach of warranty of authority;</li><li>any other act, error or omission attempted or allegedly committed or attempted by an <b>insured person</b> solely because of their status as a director, officer or <b>employee</b> of <b>you</b>.</li></ol>
<b>You / your</b>	<p>Also includes any <b>subsidiary</b>, and any <b>subsidiary</b> created or acquired during the <b>period of insurance</b> provided that the newly created or acquired <b>subsidiary</b>:</p> <ol style="list-style-type: none"><li>is not domiciled in the United States of America;</li><li>does not trade any of its <b>securities</b> on any United States of America exchange;</li></ol> <p>but only for a <b>claim</b> against an <b>insured person</b> arising from a <b>wrongful act</b> committed after the date of creation or acquisition of such <b>subsidiary</b>.</p> <p>If <b>you</b> require cover for any newly created or acquired <b>subsidiaries</b> which do not fall within the above parameters, <b>we</b> will consider providing cover subject to <b>you</b> providing all appropriate information. <b>We</b> shall be entitled to amend the terms and conditions of this section during the <b>period of insurance</b> and may charge a reasonable additional premium.</p>

## What is covered

Claims against an insured person	<b>We will pay on behalf of any insured person the loss arising from a claim first made during the period of insurance against any insured person for any wrongful act within the geographical limits.</b>
'Not for profit' body reimbursement	<p><b>We will pay on your behalf the loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a claim first made during the period of insurance against an insured person for a wrongful act within the geographical limits. You must pay the relevant excess (if any) shown in the schedule.</b></p> <p>If you are permitted or obliged to provide such payment but fail to do so for any reason other than your insolvency, we will pay the amount of the claim less the relevant excess regardless of whether you advanced payment or indemnified an insured person for such loss.</p>
Employment claims	<p><b>We will pay on behalf of an insured person the loss arising from an employment claim first made against an insured person during the period of insurance brought by a current, former or potential employee of yours.</b></p> <p>This cover does not apply if the insured person is covered under the employment practices liability section of this policy.</p>
Extradition proceedings	<b>We will pay on your behalf the loss arising from any extradition proceeding against any insured person during the period of insurance.</b>
Health and safety/manslaughter	<p><b>We will pay on your behalf loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a health &amp; safety/manslaughter claim (or equivalent legislation in any other jurisdiction) against an insured person for a wrongful act within the geographical limits. You must pay the relevant excess shown in the schedule.</b></p> <p>This cover will only apply excess of any other insurance and indemnification available from any other source.</p>
Pension/employee benefit schemes claims	<b>We will pay on your behalf loss in respect of a claim arising from an insured person's operation or administration of any pension or employee benefit scheme or trust fund.</b>
Pollution claims	<b>We will pay on your behalf loss in respect of a claim arising from pollution.</b>
Representation costs	<p>a. <b>We will pay on behalf of any insured person the legal representation costs arising from an investigation where your or an insured person's attendance is required first notified as being required during the period of insurance,</b></p> <p>b. <b>We will pay on your behalf the legal representation costs arising from an investigation where an insured person's attendance is required which you are legally obliged or permitted to pay on behalf of the insured person first notified as being required during the period of insurance.</b></p>
Bail costs	<p><b>We will pay on behalf of any insured person bail costs arising from a claim against an insured person for a wrongful act within the geographical limits.</b></p> <p>The limit provided under this cover shall be 10% of the total limit shown on the schedule or £250,000 whichever is the lesser. This limit shall form part of the total aggregate limit for this section shown in the schedule.</p>
Crisis containment costs	<p><b>We will pay on behalf of any insured person the crisis containment costs arising from a claim.</b></p> <p>The limit provided under this cover shall be limited to a maximum of £25,000 per policy. This limit shall be in addition to the total aggregate limit for this section shown in the schedule.</p> <p>For the avoidance of doubt, should the <b>Professional and legal liability</b> section of this policy also be effected, only one crisis containment costs limit shall apply.</p>

**What is not covered**

Deliberate or dishonest acts	<p>A. <b>We</b> will not make any payment for any <b>claim, loss or investigation</b>:</p> <p>1. based upon, attributable to or arising out of:</p> <ul style="list-style-type: none"> <li>i. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any <b>insured person</b>;</li> <li>ii. an act intended to secure or which does secure a personal profit or advantage to which any <b>insured person</b> was not legally entitled.</li> <li>iii. an act intended to secure or which does secure a profit for any other company where an <b>insured person</b> is a director, officer or employee of such company.</li> </ul> <p>This exclusion will only apply after a judgment or other final adjudication or an admission by an <b>insured person</b> that such act did occur.</p>
Prior claims, investigations and circumstances	<p>2. based upon, attributable to or arising out of any <b>claim, investigation</b> or circumstance which <b>you</b> were aware of, or that has been reported under any policy existing or expired, prior to the start of the <b>period of insurance</b>.</p>
Prior litigation	<p>3. based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an <b>insured person</b> or <b>you</b> initiated prior to the date shown under the prior and pending litigation date in the schedule.</p>
Defined benefit pension schemes	<p>4. based upon, attributable to or arising out of an <b>insured person's</b> operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.</p>
Claims in the United States of America	<p>5. based upon, attributable to or arising out of any <b>wrongful act</b> committed or attempted in the United States of America.</p>
Bodily injury or property damage	<p>6. based upon, attributable to or arising from or mental or emotional distress (except an employment claim), sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property unless arising directly from any designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b>.</p> <p>This exclusion shall not apply to any <b>health and safety/manslaughter claim</b>. This cover will only apply <b>excess</b> of any other insurance and indemnification available from any other source.</p>
Takeovers and mergers	<p>7. based upon, attributable to or arising out of any <b>claim</b> for a <b>wrongful act</b> committed by an <b>insured person</b> after <b>you</b> merge or consolidate with another company.</p> <p>In the event of a <b>subsidiary</b> ceasing during the <b>period of insurance</b> to be a <b>subsidiary</b> cover under this section shall be amended to apply solely to <b>loss</b> arising out of any <b>claim</b> for a <b>wrongful act</b> committed by an <b>insured person</b> prior to the effective date of sale or dissolution.</p>

**Special conditions**

General terms

The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each **insured person** and to **you**, except for General condition 3. Premium payment, which applies only to **you**.

General condition 1, paragraph 2, shall not apply to this section. Under this section only **we** waive **our** right to rescind the **policy** on the grounds of non-disclosure or mis-representation.

General condition 5. Cancellation will only apply to this section at the end of the **period of insurance** or anniversary date whichever comes first.

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

## Clubs and associations - Trustees and individual liability

### Policy wording

Information provided by  
an Insured person

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

Extended notification period

If **we** or **you** refuse to renew this section of the **policy** for any reason other than non-payment of premium, **you** may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If **you** do so, the first paragraph of item 1 under **Your Obligations** will then be amended to:

**We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 12 months after it expires:

This extended notification period is only available if:

- a. **we** receive **your** written notice of purchase and **your** premium within 30 days following the end of the **period of insurance**; and
- b. this section of the **policy** is not replaced or succeeded by any other policy providing directors' and officers' liability cover; and
- c. at the end of the **period of insurance**, **you** have not merged or consolidated with another company.

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

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

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

**You** will not have the right to purchase an extended notification period if **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital or if cover under this section is continued solely as a result of the Retired trustees special condition.

Takeovers and mergers  
extended notification period

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

The extended notification period and retired trustees special condition shall not apply to any such extension.

Retired trustees

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

- a. this section shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of retirement of the **insured person**;
- b. the run-off period shall run concurrently with any extended notification period;
- c. no similar insurance is effected elsewhere.

Additional defence costs

In the event that the limit of indemnity is exhausted **we** will provide an additional limit of indemnity of £250,000 in the aggregate, provided that the **insured person** has not been the subject of a previous **claim** for a **wrongful act** or series of **wrongful acts** that led to the exhaustion of the limit of indemnity.

This limit applies to the payment of **defence costs** only.

---

**How much we will pay**

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

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

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

Paying out the limit of indemnity

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

---

**Your obligations**

Notification

1. **We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 45 days after it expires:
  - a. The **insured person's** first awareness of any **wrongful act**.  
If **we** accept the **insured person's** notification **we** will regard any subsequent **claim** as notified to this insurance.
  - b. Any **claim** or threatened **claim** against the **insured person** or the **insured person's** lawful spouse, civil or unmarried partner of any person.
  - c. Any **investigation** into **you**.
  - d. The start of any disqualification proceedings against any **insured person**.
  - e. Any threat to start proceedings against any **insured person** for pollution.
2. **You** may notify **us** of any circumstance **you** reasonably expect to give rise to a **claim** giving reasons for such expectation and including full particulars as to the dates and persons involved.
3. If any **insured person** prior to the **period of insurance** had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**, that **insured person** will have no cover under this section.

---

**Control of defence and payment of a claim**

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

Any **insured person** may with **our** prior written approval appoint legal representation. However, where a **claim** is made against more than one **insured person** the same legal representative should be used unless there is a material conflict of interest between **insured persons**.

If it is not possible to obtain **our** consent prior to incurring **defence costs** we will give retrospective consent provided our consent is obtained within 14 days of first incurrance of such **defence costs**.

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

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



## Clubs and associations - Trustees and individual liability

### Policy wording

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

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

---

### Crisis containment costs contact details

24 hour crisis line: Telephone 0207 9397 999

Main contacts – Terence Fane-Saunders/James Darley

Chelgate can also be contacted at: No 1 Tanner Street, London, SE1 3LE

Tel: 020 7939 7939

Fax: 020 7939 7938

Email: [hiscox@chelgate.com](mailto:hiscox@chelgate.com)

Web: [www.chelgate.com](http://www.chelgate.com)

**You** will be asked to provide **your policy** number and to confirm that a **claim** has been notified to **us**.

---

**Special definitions for this section**

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

**Claim**

1. Any written demand or civil or arbitration proceeding seeking monetary damages first made against **you** during the **period of insurance** alleging a **wrongful act**.
2. Any criminal or regulatory proceeding first made against **you** during the **period of insurance** alleging a **wrongful act**.

**Defence costs**

Costs incurred with **our** prior written agreement to investigate, settle or defend any **claim** made against **you** or to fund an appeal, including any premium paid for an appeal bond or similar bond obtained in relation to it, arising from any judgment, decision or award in relation to any **claim**.

**Employee**

1. Any person under a contract of service with **you**.
2. Any independent person seconded to **you**.
3. Any applicant or candidate for employment with **you**.

**Employment claim**

Any **claim** by any **employee** for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy or arising solely as a result of the employment or non-employment by **you** of any current, former or prospective **employee**.

**Health and safety/corporate manslaughter claim**

Any **claim** under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction.

**Identity crime**

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

**Insured person**

1. Any natural person who was, is or during the **period of insurance** becomes a director, partner, member or officer of **you**.
2. Any de facto director of **you** whilst acting in such capacity for **you**.
3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.
4. Any **employee** of **you**.
5. The lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a **claim** against that person.
6. The estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a **claim** against that person.

**Investigation**

An official examination, official enquiry or official investigation first commenced during the period of insurance conducted by any regulator, government department or other body legally empowered into **your** business activities under the Health & Safety at Work etc. Act 1974 or Corporate Manslaughter & Homicide Act 2007.

It does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of **your** industry rather than **your** conduct.

**Legal representation costs**

Reasonable and necessary legal costs, fees, charges and expenses for which **you** are legally liable, incurred with **our** prior written consent (not including remuneration of any **insured person** or other additional costs of **yours**) for legal representation directly in relation to an **investigation**.

**Loss**

In respect of a **claim** the amount **you** become legally liable to pay for **defence costs, legal representation costs**, awards of damages including punitive and exemplary damages where legally permissible, awards of costs and settlements with **our** prior written agreement.

**Loss** does not include any civil, regulatory or criminal fines or penalties, taxes or the multiplied portion of any damages award.

## Management liability - Corporate legal liability

### Policy wording

<b>Pollutant</b>	Any contaminant, irritant or other substance including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).
<b>Pollution</b>	Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any <b>pollutant</b> or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any <b>pollutant</b> .
<b>Prior and pending litigation date</b>	The date stated as the prior and pending litigation date in the schedule.
<b>Securities</b>	Any debt or equity interest in <b>you</b> .
<b>Subsidiary</b>	Any entity in which <b>you</b> : <ol style="list-style-type: none"> <li>1. own directly or through one or more of <b>your</b> subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or</li> <li>2. control a majority of its voting rights under a written agreement with other shareholders or members.</li> </ol> <p>If an entity ceases to be a <b>subsidiary</b> during the <b>period of insurance</b>, cover will continue but only for a <b>claim</b> against <b>you</b> or an <b>insured person</b> arising from a <b>wrongful act</b> committed before it ceased to be a <b>subsidiary</b>.</p>
<b>Wrongful act</b>	Any actual or alleged act, error or omission committed or attempted by <b>you</b> including any breach of any duty, including fiduciary or statutory duty, breach of trust; negligence, negligent misstatement, misleading statement or negligent misrepresentation, breach of warranty of authority.
<b>You/your</b>	Also includes a <b>subsidiary</b> , and any <b>subsidiary</b> created or acquired during the <b>period of insurance</b> provided that the newly created or acquired <b>subsidiary</b> : <ol style="list-style-type: none"> <li>1. is not domiciled in the United States of America; or</li> <li>2. does not trade any of its <b>securities</b> on any United States of America exchange;</li> </ol> <p>but only for a <b>claim</b> against <b>you</b> arising from a <b>wrongful act</b> committed after the date of creation or acquisition of such <b>subsidiary</b>.</p> <p>If <b>you</b> require cover for any newly created or acquired <b>subsidiary</b> which does not fall within the above parameters, <b>we</b> will consider providing cover subject to <b>you</b> providing all appropriate information. <b>We</b> shall be entitled to amend the policy terms and conditions during the <b>period of insurance</b> including but not limited to the charging of a reasonable additional premium.</p>

---

## What is covered

Claims by others	<b>We</b> will pay on <b>your</b> behalf the <b>loss</b> arising from a <b>claim</b> for any <b>wrongful act</b> within the <b>geographical limits</b> .
Health and safety/corporate manslaughter	<b>We</b> will pay on <b>your</b> behalf <b>loss</b> arising from a <b>health and safety/corporate manslaughter claim</b> (or equivalent legislation in any other jurisdiction) for a <b>wrongful act</b> within the <b>geographical limits</b> .
Identity crime	<b>We</b> will pay on <b>your</b> behalf the <b>loss</b> from <b>identity crime</b> .
Breach of data protection	<b>We</b> will pay on <b>your</b> behalf the <b>loss</b> arising from a <b>claim</b> arising from a breach of the Data Protection Act 1998 or its equivalent in any other jurisdiction and any successor or similar legislation.
Pension/employee benefit schemes claims	<b>We</b> will pay on <b>your</b> behalf <b>loss</b> in respect of a <b>claim</b> arising from <b>your</b> operation or administration of any pension or employee benefit scheme or trust fund.
Pollution	<b>We</b> will pay on <b>your</b> behalf <b>loss</b> in respect of a <b>claim</b> arising from <b>pollution</b> .
Shareholder pollution claims	<b>We</b> will pay on <b>your</b> behalf <b>loss</b> in respect of a <b>claim</b> arising from <b>pollution</b> brought by any shareholder either directly or derivatively.

## Management liability - Corporate legal liability

### Policy wording

Representation costs	<b>We</b> will pay on <b>your</b> behalf the <b>legal representation costs</b> arising from an <b>investigation</b> first made during the <b>period of insurance</b> .
Taxation claims	<b>We</b> will pay on <b>your</b> behalf <b>loss</b> in respect of a <b>claim</b> arising from <b>your</b> failure to comply with taxation regulations.
<b>Your own losses</b>	
Dishonesty of employees	<b>We</b> will pay <b>your</b> direct financial loss if during the <b>period of insurance</b> , and in the performance of <b>your business</b> , <b>you</b> discover a loss from the dishonesty of an <b>employee</b> , where there was a clear intention to cause <b>you</b> financial loss or damage and to obtain a personal financial gain over and above salary, bonus or commission.

### What is not covered

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

Deliberate or dishonest acts	<p>1. Based upon, attributable to or arising out of:</p> <ul style="list-style-type: none"> <li>a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation;</li> <li>b. an act intended to secure or which does secure profit or advantage for which <b>you</b> are not legally entitled;</li> <li>c. an act intended to secure or which does secure a profit for any other company where an <b>insured person</b> is a director, officer or employee of such company.</li> </ul> <p>This exclusion shall only apply after a judgment or other final adjudication or an admission that such act did occur. We may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur. This exclusion shall apply if counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur. Such opinion will be binding on <b>us</b> and <b>you</b>. The costs of such opinion shall be met by <b>us</b>.</p>
Prior claims, investigations and circumstances	2. Based upon, attributable to or arising out of any <b>claim, investigation</b> or circumstance that has been reported under any policy existing or expired prior to the start of the <b>period of insurance</b> .
Prior litigation	3. Based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an <b>insured person, you</b> or an <b>outside entity</b> initiated prior to the <b>prior and pending litigation date</b> .
Defined benefit pension schemes	4. Based upon, attributable to or arising out <b>your</b> operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.
Failure to fund pension and employee benefit schemes	5. Based upon, attributable to or arising out of <b>your</b> failure to fund any pension, employee benefit scheme or trust fund.
Matters insurable elsewhere	<p>6. Based upon, attributable to or arising out of any <b>employment claim</b>.</p> <p>7. Based upon, attributable to or arising out of the use of any mechanically propelled vehicle for which compulsory insurance is required under any legislation.</p> <p>This exclusion does not apply to <b>legal representation costs</b> or <b>defence costs</b> directly relating to any criminal or regulatory proceedings.</p> <p>8. For mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property.</p> <p>This exclusion shall not apply to any <b>Health and safety/corporate manslaughter claims</b>.</p>
Products	9. Based upon, attributable to or arising out of the manufacture, sale supply, installation or maintenance of any product of <b>yours</b> .
Breach of professional duty	10. Based upon, attributable to or arising out any <b>claim</b> relating to a breach of or failure to

provide professional services.

- |  |   |
|--|---|
| <p>Claims brought In the United States of America<br/>Infringement of patent and copyright</p> | <p>11. Based upon, attributable to or arising out of any <b>wrongful act</b> brought or maintained in the United States of America.</p> <p>12. Based upon, attributable to or arising out any <b>claim</b> relating to the actual or alleged infringement of patent, trade mark, infringement of copyright, intellectual property right, registered design or any actual or alleged libel or slander.</p>   |
| <p>Contractual liability</p>   | <p>13. Based upon, attributable to or arising out any <b>claim</b> in respect of a breach of contract, whether actual or implied, written or oral which is greater than the liability <b>you</b> would have at law without the contract.</p>  |
| <p>Shareholders</p>  | <p>14. Brought by or on behalf of any company owning 15% or more of <b>your</b> issued share capital.</p>   |
| <p>Takeovers and mergers</p>   | <p>15. Based upon, attributable to or arising out any <b>claim</b> for a <b>wrongful act</b> committed by an <b>insured person</b> after <b>you</b> merge or consolidate with another company or any party acquires more than 50% of <b>your</b> issued share capital.</p> <p>In the event of a <b>subsidiary</b> ceasing during the <b>period of insurance</b> to be a <b>subsidiary</b> cover under this section shall be amended to apply solely to arising out any <b>claim</b> for a <b>wrongful act</b> committed by an <b>insured person</b> prior to the effective date of sale or dissolution.</p> |
| <p>Share offerings</p>   | <p>16. Based upon, attributable to or arising out any <b>claim</b> for a <b>wrongful act</b> committed by <b>you</b> in relation to any actual public offering of <b>your</b> share capital unless <b>we</b> have given <b>our</b> prior written agreement and <b>you</b> have paid any additional premium and accepted and amendments to the terms and conditions of this section as may be required.</p>  |
| <p>Matters specific to your own losses</p>   | <p>17. Based upon, attributable to or arising out of:</p> <ul style="list-style-type: none"> <li>a. any accounting or arithmetical error or omission or unexplained shortage;</li> <li>b. any default or non payment of any loan or other credit arrangement;</li> <li>c. <b>your</b> or any <b>insured persons</b> expenses incurred in establishing the amount of any financial loss to <b>you</b>;</li> <li>d. any loss of interest, loss of profit or any consequential loss.</li> </ul>  |
| <p>Financial advantage</p>   | <p>18. Based upon, attributable to or arising out of the gaining of any financial advantage to which <b>you</b> were not entitled, including the repayment of any wrongfully received monies.</p>   |

---

## Special conditions

- |                                     |   |
|-------------------------------------|---|
| <p>General terms</p>                | <p>The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each <b>insured person</b> and to <b>you</b>, except for General condition 4. Premium payment which applies only to <b>you</b>.</p> <p><b>You</b> agree to act on behalf of all the <b>insured persons</b> as regards paying the premium and giving or receiving notice of all matters relevant to this section.</p>  |
| <p>Extended notification period</p> | <p>If <b>we</b> or <b>you</b> refuse to renew this section of the <b>policy</b> for any reason other than non-payment of premium, administration, liquidation or insolvency, <b>you</b> may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If <b>you</b> do so, the first paragraph of <b>Your obligations</b> within this section will then be amended to:</p> <p><b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> promptly of the following within the <b>period of insurance</b> or at the latest within 12 months after it expires:</p> <p>This extended notification period is only available if:</p> <ul style="list-style-type: none"> <li>1. <b>we</b> receive <b>your</b> written notice of purchase and <b>your</b> premium within 30 days following the end of the <b>period of insurance</b>; and</li> <li>2. this section of the <b>policy</b> is not replaced or succeeded by any other policy providing corporate liability cover; and</li> <li>3. at the end of the <b>period of insurance</b>, <b>you</b> have not merged or consolidated with another company, nor has any party acquired 50% or more of <b>your</b> issued share capital.</li> </ul> |

## Management liability - Corporate legal liability

### Policy wording

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

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

**We** will not make any payment for a **claim** due to a **wrongful act** committed or alleged to have been committed after the end of the original **period of insurance**.

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

**You** shall not have the right to purchase an extended notification period if:

1. **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital; or
2. this section or the **policy** is cancelled.

#### Management buy-outs

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

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

---

### How much we will pay

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

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

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

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

#### 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 then have no further liability for any **claim** or **loss**.

---

### Your obligations

#### Notification

**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** become aware of within the seven days before expiry:
  - a. **your** first awareness of any **wrongful act**;
  - b. any **claim** or threatened **claim** against **you**;
  - c. any **investigation** into **you**;
  - d. the threat or commencement of proceedings against any **you** for pollution.
2. if, when dealing with a third party, **you** admit that **you** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance.
3. if, prior to the **period of insurance**, **you** had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**.

---

**Control of defence and payment of a claim**

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

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

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

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

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

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

## Crisis containment (Charity)

### Policy wording

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

---

### Special definitions for this section

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

---

### What is covered

Crisis containment costs	<b>We</b> will pay <b>crisis containment costs</b> as a direct result of a <b>crisis</b> commencing during the <b>period of insurance</b> .
--------------------------	---

---

### 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 the profession or industry in which **you** conduct **your activities**; or
  - b. governmental regulations which affect another country or the profession or industry in which **you** conduct **your activities**; 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 activities** or the profession or industry in which **you** conduct **your activities**.

---

### 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**.

## Thank you for signing up with BusinessHR

Currently, BusinessHR had in excess of 65,000 registered clients that used BusinessHR reference tools, trusting in its quality service to inform them of the latest in HR and health and safety.

Like them, you can now enjoy support on HR and health and safety issues through BusinessHR's website. BusinessHR provide a range of support services at an additional cost.

To access the website, please register online at <http://hiscox.businessshr.net> using the last seven digits of your policy number and postcode to gain access to the website.

## A risk management service at your fingertips

Included as standard through an easy to navigate website:

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

Available at an additional charge:

- advice helpline – when you register, you are entitled to one **free** call to the advice service of up to 30 minutes duration – just call 0870 626 0452. There is no further registration required for this.

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

You are able to purchase additional time for just £95 plus VAT per hour, saving on solicitor's bills and reducing the risk of legal claims. All purchased unused time is saved for your next call and all advice given is confirmed by email.

- HR consultant services - BusinessHR's on site consultancy services cover all aspects of HR management such as grievances, disciplinaries, recruitment, redundancy programmes, training and development, job evaluation exercises or assistance with performance management issues, all of which are available to you at an attractive rate. To find out more please contact BusinessHR on 0845 355 0877.

Also available from BusinessHR are comprehensive compliance reviews which can, if required, incorporate convenient online updating of all your HR documentation as the fine detail of the law changes. To find out more just contact Business HR on 0845 355 0877.

## Logging on

To log on, visit <http://hiscox.businessshr.net>. Please note that you must use this website to log-on. If you have any difficulty logging on, please telephone 0845 213 8191.