



Online retailers insurance portfolio

Policy wording

A seamless integrated insurance solution for retailers selling goods via the internet.

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

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

Our promise to you

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

Steve Langan
CEO, Hiscox Insurance Company

Complaints procedure

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

Hiscox Customer Relations
3rd Floor
Mallard House
Kings Pool
3 Peasholme Green
York
YO1 7PX

or by telephone on 01904 681 198
or by email at customer.relations@hiscox.com.

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

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Business	Your business as shown in the schedule, including: <ol style="list-style-type: none">advertising, publicity, or promotion in or of your business;the ownership, maintenance and repair of premises where you carry out your business;the sale or disposal of your assets;the management and provision of canteen, social, sports or welfare organisations for the benefit of your employees;participation in exhibitions, fetes, markets and trade fairs related to your business;the sale, supply and distribution of goods from pop-up shops of less than 30 consecutive days in duration;any other activity declared to us and accepted by us.
Employee	Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Republic of Ireland working for you in connection with your business who is: <ol style="list-style-type: none">employed by you under a contract of service or apprenticeship;hired to or borrowed by you;self-employed and working on a labour only basis under your control or supervision;engaged by labour only sub-contractors;a labour master or a person supplied by him;engaged under a work experience or training scheme;a voluntary helper.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ol style="list-style-type: none">Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;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;all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Programme	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none">is committed for political, religious, ideological or similar purposes; andis intended to influence any government or to put the public, or any section of the public, in fear; and<ol style="list-style-type: none">involves violence against one or more persons; orinvolves damage to property; orendangers life other than that of the person committing the action; or

General terms and conditions

- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

Virus	Programmes that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We / us / our	The insurers named in the schedule.
You / your	The insured named in the schedule.

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

Basis of insurance	<p>1. Because of its importance, all information which you or anyone on your behalf provided before we agreed to insure you is incorporated into and forms the basis of this policy.</p> <p>All facts and matters which might be relevant to our consideration of your proposal must be disclosed and all material representations made to us must be true, otherwise we are entitled to treat this insurance as if it had never existed.</p>
Change of circumstances	<p>2. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy. (A material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance.) We may then change the terms and conditions of this policy.</p>
Due diligence	<p>3. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair.</p>
Premium payment	<p>4. We will not make any payment under this policy unless you have paid the premium.</p>
Cancellation	<p>5. You or we can cancel the policy by giving 30 days' written notice.</p> <p>We will give you a pro rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium under £10.</p> <p>If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy. In this event, the period of insurance will equate to the period for which premium instalments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p>
Multiple insureds	<p>6. The most we will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p>
Aggregate limit	<p>7. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance.</p> <p>If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the</p>

General terms and conditions

	schedule at each anniversary.
Rights of third parties	8. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
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 : <ol style="list-style-type: none">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.

**Special definitions
for all property
sections**

Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Computers	Computers and ancillary equipment, including software and data-carrying media, but excluding data or information entered by you or on your behalf.
Damage	Accidental physical loss or physical damage.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or subsidence , landslip or ground heave and any ensuing tsunami.
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Ground heave	The upward movement of the ground beneath any building as a result of the expansion or swelling of the subsoil.
Hacker	Anyone, including an employee , who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data held electronically by you or on your behalf, solely by circumventing electronically the security systems in place to protect against such unauthorised access.
Insured property	<p>Property used in connection with your business which belongs to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none">1. computers including laptops and tablets;2. mobile phones;3. tenants' improvements, decorations, fixtures and fittings and general contents;4. stock;5. tools;7. hired-in equipment. <p>The following are not included within this definition:</p> <ol style="list-style-type: none">1. money;2. personal effects;3. motorised vehicles, including off-road vehicles, caravans, trailers and accessories;4. watercraft and hovercraft and their accessories;5. aircraft and other aerial devices and their accessories;6. animals;7. land and water;8. buildings, walls, gates, fences, car parks, yards, roads, pavements, paths and marquees.
Landslip	Sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time.
Money	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers.

Property definitions (Online retailers)

Normal settlement	The downward movement of the ground beneath buildings as a result of the soil being compressed by the weight of the buildings.
Personal effects	Articles worn, used or carried about the person.
Property	Tangible property.
Reconstitution of data	Reconstitution of the data you need to continue your business , if your electronic business records and electronic data have been lost or distorted.
Software	Programmes which run your computers , including both your own operating programmes and application programmes used in the course of your business .
Stock	Goods held in trust, stock and samples.
Storage container	A self-contained storage container made of steel, with locking bars and catches, and secured with a closed shackle padlock and an anti-theft padlock box.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	The downward movement of the ground beneath any building other than by normal settlement .

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

Special definitions for this section

Abuse or molestation	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
Asbestos risks	<ol style="list-style-type: none">The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orexposure to asbestos, asbestos fibres or materials containing asbestos; orthe 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.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Clean-up costs	Costs incurred by you of remediation required by any governmental, administrative or regulatory body to remedy the effects of pollution which changes the state of: <ol style="list-style-type: none">the land; orthe atmosphere; orany watercourse or body of water; orany building or other structures. Clean-up costs do not include the costs of remediation of nuclear risks .
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Failure of service	The failure of any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	If, as a result of your business , any party brings a claim against you for: <ol style="list-style-type: none">bodily injury or property damage occurring during the period of insurance;personal injury or denial of access committed during the period of insurance;
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Public liability (Online retailers)

Policy wording

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

Claims against principals

If, as a result of **your business**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against a customer or client of **your business** for whom you are providing services under contract or agreement and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer or client that **we** would have made to **you**, provided that the party to be indemnified:

- 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 that their attendance is required by **our** solicitor.

Clean-up costs

We will pay **clean-up costs** of **pollution** incurred by **you** as a result of **your business**, but **we** will not make any payment for **clean-up costs**:

- a. unless the **pollution** is 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. to remedy the condition of any property owned, leased or rented by **you**;
- c. arising out of **pollution** occurring outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man;
- d. which improve the condition of the land, atmosphere, watercourse, body of water, building or structure beyond that required by any governmental, administrative or regulatory body.

What is not covered

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

Your products

1. any of **your products**;

Property for which you are responsible

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

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

Public liability (Online retailers)

Policy wording

3. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft 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 4. **bodily injury** to any **employee**;
- Bona fide sub-contractors 5. any work undertaken for **your business** by bona fide sub-contractors unless **you** take all reasonable steps to ensure that they have and maintain in force throughout the **period of insurance** public liability insurance with a limit of indemnity of not less £1,000,000. **We** will not make any payment for any claim or part of a claim or loss where **you** fail to demonstrate to **our** satisfaction that **you** have complied with this requirement.
- Pollution 6.
 - a.
 - i. any **pollution** of buildings or other structures or of any watercourse or body of water or the 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 7. transmission of a computer **virus**;
- Professional advice 8. designs, plans, specifications, formulae, directions or advice prepared or given by **you** for a fee or where a fee would normally be charged;
- Failure of service 9. any **failure of service**;
- Deliberate or reckless acts 10. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause accidental injury or damage to another party, even if such injury or damage is of a different degree or type than could reasonably have been anticipated;
- Contracts 11. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
- Date recognition 12. 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;
- War, terrorism and nuclear 13. **war, terrorism** or **nuclear risks**;
- Asbestos 14. **asbestos risks**;
- Abuse or molestation 15. **abuse or molestation** by anyone;
- Tour operator's liability 16. **your** liability where **you** have performed as, or where **you** are deemed in law to be liable as, a tour operator, travel agent, travel facilitator or travel organiser;
- Use of heat 17. any activity involving the use or application of heat other than the use of soldering irons and domestic cooking equipment;
- Deep fat frying 18. the use of any deep fat frying apparatus unless:
 - a. multi-purpose fire extinguishers and at least one fire retardant blanket which conforms to the relevant British Standard suitable for extinguishing oil and fat fires are maintained ready for use and kept in close proximity to the working area of the range; and
 - b. all extraction hoods, canopies, filters and grease traps are cleaned at least once every two weeks; and

Public liability (Online retailers)

Policy wording

	<ul style="list-style-type: none"> c. all extraction ducts are cleaned at least once every six months.
Hazardous locations	<p>19. any activity taking place:</p> <ul style="list-style-type: none"> a. in or on water; or b. underground; or c. more than three metres above ground when outside a building or structure or three metres from floor level when inside a building or structure; or d. in or on any mine, refinery, off-shore installation, power station, airport, aerodrome, aircraft tower, railway, motorway or ship. <p>B. We will not make any payment for:</p>
Restricted recovery rights	<p>1. that part of any claim where your right of recovery is restricted by any contract;</p>
Non-compensatory payments	<p>2. fines and contractual penalties, punitive or exemplary damages;</p>
Claims outside the applicable courts	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts;</p>
Work undertaken outside the geographical limits	<p>4. any claim brought against you resulting from work you undertake in any country outside the geographical limits.</p>

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

Pollution	<p>For claims arising from pollution, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs, including any claims forming part of a series of other claims regarded as one claim under this section. The most we will pay for defence costs in relation to pollution claims is the amount shown in the schedule. You must pay the relevant excess shown in the schedule.</p>				
Claims brought in against you in USA/Canada	<p>If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs. You must pay the relevant excess shown in the schedule.</p>				
Criminal proceedings costs	<p>The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance.</p>				
Court attendance compensation	<p>We will pay you the following compensation for each day, or part day:</p> <table border="0"> <tr> <td>1. Your partner or director</td> <td>£250</td> </tr> <tr> <td>2. Any other employee</td> <td>£100</td> </tr> </table> <p>The most we will pay for the total of all court attendance compensation is £10,000.</p>	1. Your partner or director	£250	2. Any other employee	£100
1. Your partner or director	£250				
2. Any other employee	£100				
Clean-up costs	<p>The most we will pay in total for clean-up costs is the amount shown in the schedule.</p>				
Paying out the limit of indemnity	<p>At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs.</p>				

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 seven 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** 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.

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** 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

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

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

Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Failure of products	The failure of any of your products to perform the function or serve the purpose for which it was intended.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you in connection with your business .
Property damage	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your products, any party brings a claim against you for bodily injury or property damage occurring during the period of insurance, we will indemnify you against the sums you have to pay as compensation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Claims against principals	<p>If, as a result of your products, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer or client of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer or client that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none">has not, in our reasonable opinion, caused or contributed to the claim against them;accepts that we can control the claim's defence and settlement in accordance with the terms of this section;has not admitted liability or prejudiced the defence of the claim before we are notified of it;gives us the information and co-operation we reasonably require for dealing with the claim.
Cross liabilities	<p>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.</p>
Criminal proceedings costs	<p>If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you or any employee of yours.</p>
Additional cover	
Court attendance compensation	<p>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 that their attendance is required by our solicitor.</p>

What is not covered

Excluded products

- A. **We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to any of the following **products**:
1. pharmaceuticals, medical and health **products** designed for use on or in the person, including herbal remedies, slimming aids and dietary supplements;
 2. animal feeds (other than pet foods for domestic animals);
 3. fertilisers, pesticides, fungicides and cleaning products;
 4. chemicals developed or manufactured for use in industrial operations or research by industry, government or academia;
 5. e-cigarettes, cigarettes, cigars, tobacco, legal highs and drug paraphernalia;
 6. explosives, pyrotechnics and fireworks,
 7. liquid and gaseous fuels and flammable liquids (other than alcohol);
 8. gas appliances and any appliances that contain or use flammable liquids;
 9. any item relating to aircraft and aerial devices, including missiles or spacecraft, and any ground support or control equipment used in connection with such **products**;
 10. any item installed in aircraft and aerial devices, 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 **your products**;
 11. any item relating to watercraft, hovercraft or mechanically propelled vehicles or their trailers;
 12. weapons, firearms or munitions;
 13. animals;
 14. any sort of nuclear material and any products which include, involve or relate in any way to any sort of nuclear material;
 15. asbestos, asbestos fibres or structures or any materials containing asbestos;
 16. second-hand and pre-owned electrical appliances;
 17. new electrical appliances unless:
 - a. the item has been entirely made or assembled within the European Union; or
 - b. **you** have sourced the item from a supplier based in the European Union and **you** have a written contract or proof of sale for the item. **You** must take reasonable steps to ensure that the supplier **you** use is reputable, solvent and has products liability insurance in place;
 18. upholstered furniture, upholstered furnishings and other **products** containing upholstery unless such **products** comply with The Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended in 1989, 1993 and 2010) and any similar or successor legislation;
 19. food or drink unless:
 - a. **you** take all reasonable steps to ensure that **you** comply with The Food Safety Act 1990 and any similar or successor legislation; and
 - b. any kitchen used for preparation is registered with the local authority Environmental Health department;

Products liability (Online retailers)

Policy wording

20. cosmetic **products** manufactured, altered or treated by **you**;
21. any other cosmetic **products**, unless such **products**:
- a. comply with the Cosmetic Products (Safety) Regulations 2008 and any similar or successor legislation; and
 - b. are sourced from a supplier based in the European Union and **you** have a written contract or proof of sale for the item. **You** must take reasonable steps to ensure that the supplier **you** use is reputable, solvent and has products liability insurance in place;
22. children's toys or baby equipment, including but not limited to prams, pushchairs, carrycots, buggies, strollers, car seats, bath seats, nursing chairs, high chairs, cribs, cots, safety gates, playpens, harnesses, reins, bouncers, rockers, comforters, dummies and feeding bottles;
23. DIY and building materials, including but not limited to cement, mortar, aggregates, roofing, doors, windows, plaster, plasterboard, insulation, water and damp proofing, timber, sheet materials, bricks, blocks, lintels, guttering, drainage, cladding, flooring, mouldings, fascias and soffits;
24. electrical, fuelled or motorised gardening equipment or power tools, including but not limited to drills, planers, routers, saws, cutters, grinders, sanders, heat guns, nail guns, screwdrivers, cement mixers, grass trimmers, hedge cutters, lawn mowers, leaf blowers and shredders;
25. adult toys, marital or sex aids.
- B. **We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
- a. vehicles or personal effects belonging to **your employees** or visitors, while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your activities**;
 - 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;
- Injury to employees 2. **bodily injury** to any **employee**;
- Pollution 3. 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 the **pollution** results from **your products** and is 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 4. transmission of a computer **virus**;
- Recalling products 5. the costs of recalling, removing, repairing, reconditioning or replacing any **product** or any of its parts;
- Failure of products 6. any **failure of products**;

Products liability (Online retailers)

Policy wording

Goods sold recklessly	<p>7. any product:</p> <p>a. which you have deliberately, spitefully, dishonestly or recklessly sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated; and</p> <p>b. which could reasonably be expected to cause injury or damage to another party in the course of its intended use, even if such injury or damage is of a different degree or type than could reasonably have been anticipated;</p>
Contracts	8. your liability under any contract which is greater than the liability you would have at law without the contract;
War and terrorism	9. war and terrorism .
	C. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract;
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages;
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts;
Products sold outside the geographical limits	4. any claim brought against you resulting from any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you any country outside the geographical limits .

How much we will pay

The most **we** will pay for claims arising from **your products** is the single limit of indemnity shown in the schedule for the total of all such claims, including any claims forming part of a series of other claims regarded as one claim under this section. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.

Special limits

Pollution	The most we will pay for defence costs in relation to pollution claims is the amount shown in the schedule.				
Criminal proceedings costs	The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance .				
Court attendance compensation	<p>We will pay you the following compensation for each day, or part day:</p> <table border="0"> <tr> <td>1. You or your partner or director</td> <td style="text-align: right;">£250</td> </tr> <tr> <td>2. Any other employee</td> <td style="text-align: right;">£100</td> </tr> </table> <p>The most we will pay for the total of all court attendance compensation is £10,000.</p>	1. You or your partner or director	£250	2. Any other employee	£100
1. You or your partner or director	£250				
2. Any other employee	£100				
Paying out the limit of indemnity	At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs .				

Your obligations

We will not make any payment under this section:

If a problem arises	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 seven 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
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Products liability (Online retailers)

Policy wording

is available.

You should make this notification directly to **us** 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.

2. unless you notify us as soon as practicable of:
 - a. **your** discovery that **products** are defective;
 - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Correcting problems

We will not make any payment if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

Control of defence

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