



## 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.

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#### **Our promise to you**

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

**Steve Langan**  
Managing Director, Hiscox UK

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#### **Complaints procedure**

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

Hiscox Customer Relations  
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).

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<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**
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**.  
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.
- Change of circumstances**
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**.
- Due diligence**
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.
- Premium payment**
4. **We** will not make any payment under this **policy** unless **you** have paid the premium.
- Cancellation**
5. **You** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a pro rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under £10.  
If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.
- Multiple insureds**
6. The most **we** will pay is the relevant amount shown in the schedule.  
If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.  
**You** agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.
- Aggregate limit**
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**.  
If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.
- 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.

## 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.

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### 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.

**Special definitions  
for all property  
sections**

<b>Amount insured</b>	The most <b>we</b> will pay as shown in the schedule. Unless <b>we</b> say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after <b>we</b> pay a loss provided <b>you</b> carry out <b>our</b> recommendations to prevent further loss or damage.
<b>Breakdown</b>	<ol style="list-style-type: none"><li>1. Breaking, failure, distortion or burning out of any part of <b>equipment</b> or a <b>computer</b> whilst in ordinary use, arising from defects in the <b>equipment</b> or <b>computers</b> causing its sudden stoppage and necessitating repair or replacement before it can resume work; or</li><li>2. fracturing of any part of <b>equipment</b> or a <b>computer</b> by frost which renders such <b>equipment</b> or <b>computers</b> inoperative; or</li><li>3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.</li></ol>
<b>Buildings</b>	<p>The buildings, which belong to <b>you</b> or for which <b>you</b> are legally responsible, at the premises shown in the schedule, including:</p> <ol style="list-style-type: none"><li>1. outbuildings and annexes;</li><li>2. landlord's fixtures and fittings, fixed fuel tanks;</li><li>3. walls, gates, fences, car parks, yards, private roads, pavements and paths at the premises;</li><li>4. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.</li></ol> <p>The land at the premises is not included within this definition.</p>
<b>Computers</b>	Computers and ancillary equipment, which belong to <b>you</b> or for which <b>you</b> are legally responsible, including <b>software</b> and data carrying media but excluding data or information entered by <b>you</b> or on <b>your</b> behalf.
<b>Damage</b>	Accidental physical loss or physical damage.
<b>Earth movement</b>	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or <b>subsidence</b> and any ensuing tsunami.
<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 the Republic of Ireland working for <b>you</b> in connection with <b>your activities</b> who is:</p> <ol style="list-style-type: none"><li>a. employed by <b>you</b> under a contract of service or apprenticeship;</li><li>b. hired to or borrowed by <b>you</b>;</li><li>c. self-employed and working on a labour only basis under <b>your</b> control or supervision;</li><li>d. engaged by labour only sub contractors;</li><li>e. a labour master or a person supplied by him;</li><li>f. engaged under a work experience or training scheme;</li><li>g. a voluntary worker engaged with <b>your</b> permission.</li></ol>
<b>Equipment</b>	<p>Equipment, which belongs to <b>you</b> or for which <b>you</b> are legally responsible:</p> <ol style="list-style-type: none"><li>1. built to operate under vacuum or pressure, other than the weight of contents; or</li><li>2. used for the generation, transmission or utilisation of energy.</li></ol> <p><b>Computers</b> are not included in this definition.</p>
<b>Explosion or collapse</b>	<ol style="list-style-type: none"><li>1. Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured <b>equipment</b> together with forcible ejection of the contents; or</li><li>2. sudden and dangerous distortion of any part of the insured <b>equipment</b> caused by crushing stress by force of steam or other fluid pressure.</li></ol>

## Property definitions (Charity)

Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.

### Failure

**Damage** caused by:

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

### Flood

Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by **storm** or not.

### Identity fraud

Someone, or a group of people, knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.

### Insured location

The space **you** occupy at the premises shown in the schedule located in a building of **standard construction** unless otherwise notified to **us** and to which **we** have confirmed **our** agreement. This includes any outbuildings **you** occupy on the same premises.

### Production or process equipment

Any **equipment** which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such **equipment** and any other machine or apparatus used exclusively with such **equipment**.

### Property

Tangible property.

### Reconstitution of data

Reconstitution of the data **you** need to continue **your activities**, 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 activities**.

### Standard construction

Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.

### Storm

High winds of a destructive nature, rainstorm, hailstorm or snowstorm.

### Subsidence

Subsidence, landslip or heave.

### Your activities

**Your** activities declared to **us** and accepted by **us**, undertaken with **your** full knowledge and authority and under **your** control or the control of an **employee**.

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

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**Special definitions  
for this section**

<b>Abuse or molestation</b>	<b>Bodily injury</b> directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
<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>Employee</b>	Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland working for <b>you</b> in connection with <b>your activities</b> who is: <ul style="list-style-type: none"><li>a. employed by <b>you</b> under a contract of service or apprenticeship;</li><li>b. hired to or borrowed by <b>you</b>;</li><li>c. self-employed and working on a labour only basis under <b>your</b> control or supervision;</li><li>d. engaged by labour only sub contractors;</li><li>e. a labour master or a person supplied by him;</li><li>f. engaged under a work experience or training scheme;</li><li>g. a voluntary worker engaged with <b>your</b> permission.</li></ul>
<b>Fundraising activities</b>	The following fundraising activities arranged by <b>you</b> that occur within the <b>geographical limits</b> : <ul style="list-style-type: none"><li>a. clerical and non-manual work;</li><li>b. domestic work, including domestic gardening, or car cleaning but not building alterations or repair;</li><li>c. exhibitions, craft fairs or fetes;</li><li>d. sponsored walks or hikes;</li><li>e. charity dinners, luncheons or quiz nights;</li><li>f. family fun days;</li><li>g. any other activity not specifically excluded in this section of the <b>policy</b>.</li></ul>
<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 injury 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.
<b>Your activities</b>	<b>Your</b> activities, including <b>fundraising activities</b> , declared to <b>us</b> and accepted by <b>us</b> , undertaken with <b>your</b> full knowledge and authority and under <b>your</b> control or the control of an authorised <b>employee</b> .

## What is covered

Claims against you	<p>If, as a result of <b>your activities</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 <b>employee</b> 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 <b>employees</b> or any spouse of any 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, the Isle of Man or the Republic of Ireland 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 activities</b>, any party brings a claim, which falls within the scope of <b>what is covered</b>, claims against you, against a customer or client of <b>your activities</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 or client 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>
Cross liabilities	<p>If more than one insured is named in the schedule, <b>we</b> will deal with any claim as though a separate policy had been issued to each of them provided that <b>our</b> liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.</p>
Criminal proceedings costs	<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> or any <b>employee</b> of <b>yours</b>.</p>
<b>Additional cover</b>	
Court attendance compensation	<p>If any person within the definition of <b>you</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day that their attendance is required by <b>our</b> solicitor.</p>
Loss of third party keys	<p><b>We</b> will pay the reasonable costs to replace locks, keys or electronic pass cards of third parties following <b>your</b> loss of their keys or electronic pass cards for which <b>you</b> are legally responsible.</p>
Unauthorised use of third party telephones by your employees	<p><b>We</b> will pay for the sums <b>you</b> have to pay as compensation to third parties following the unauthorised use of their telephone system by any of <b>your employees</b> during the <b>period of insurance</b>, provided that the unauthorised use is notified to <b>us</b> within three months of its happening.</p>

<b>What is not covered</b>	A. <b>We</b> will not make any payment for any claim or loss directly or indirectly due to:
Property for which you are responsible	<p>1. loss of or damage to any property belonging to <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to:</p> <ul style="list-style-type: none"> <li>a. vehicles or personal effects belonging to <b>your employees</b> or visitors, while on <b>your</b> premises;</li> <li>b. premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your activities</b>;</li> <li>c. premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement.</li> </ul> <p>2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.</p> <p>This does not apply to:</p> <ul style="list-style-type: none"> <li>a. any <b>tool of trade</b>;</li> <li>b. the loading or unloading of any vehicle off the highway.</li> </ul>
Injury to employees	3. <b>bodily injury</b> to any <b>employee</b> ;
Pollution	<p>4. a. i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or</p> <p style="padding-left: 20px;">ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b>, unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b>;</p> <p>b. any <b>pollution</b> occurring in the United States of America or Canada.</p>
Computer virus	5. transmission of a computer <b>virus</b> ;
Professional advice	6. designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> ;
Your products	<p>7. the costs of repairing, reconditioning or replacing any <b>product</b> or any of its parts;</p> <p>8. a. any of <b>your products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;</p> <p>b. any of <b>your 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>your 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</b> or <b>nuclear risks</b> ;
Asbestos	14. <b>asbestos risks</b> ;
Abuse or molestation	15. <b>abuse or molestation</b> ;

## Public and products liability (Charity)

### Policy wording

Fundraising activities	<p>16. a. any activity involving the use of or provision of any:</p> <ul style="list-style-type: none"> <li>i. mechanically driven rides or any activities at speeds exceeding ten miles per hour; or</li> <li>ii. playground equipment or inflatable play equipment including but not limited to bouncy castles, slides and rides; or</li> <li>iii. fireworks, bonfires, pyrotechnics, sparklers or any airborne lantern, sky candle or wish lantern; or</li> <li>iv. weapons; or</li> <li>v. sporting or roller skates, blades or boards.</li> </ul> <p>b. any activity taking place:</p> <ul style="list-style-type: none"> <li>i. in or on water; or</li> <li>ii. underground; or</li> <li>iii. more than five metres above ground when outside a building or structure or five metres from floor level when inside a building or structure.</li> </ul> <p>c. aerial activity of any kind including bungee jumping;</p> <p>d. winter sports including but not limited to skiing, ice skating and the use of bobsleighs or skeletons;</p> <p>e. any kind of race, endurance test, strength test, assault or obstacle course which is known to carry a significantly increased risk of <b>bodily injury</b> including but not limited to a marathon, biathlon, triathlon, iron man competition, mountain bike race, weightlifting or commando challenge;</p> <p>f. horse riding or any other equestrian activities;</p> <p>g. gymnastics or trampolining;</p> <p>h. extreme activity including but not limited to mountaineering, rock-climbing or potholing;</p> <p>i. any activity that requires the use of guides or ropes (other than tug of war);</p> <p>j. any contact sport or professional sports of any kind;</p> <p>unless declared to <b>us</b> and agreed by <b>us</b>.</p> <p>B. <b>We</b> will not make any payment for:</p>
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;
Work undertaken 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 defence costs 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 in against you in USA/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 <b>employee</b></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 <b>employee</b>	£100
1. <b>You</b> or <b>your</b> partner or director	£250				
2. Any other <b>employee</b>	£100				
Loss of third party keys	The most <b>we</b> will pay in total for the costs of replacing third parties' keys or electronic pass cards in any one <b>period of insurance</b> is the amount shown in the schedule. <b>You</b> must pay the relevant excess shown in the schedule.				
Unauthorised use of client telephones	For claims arising from the unauthorised use of third parties' telephone systems, the most <b>we</b> will pay for the total of all such claims in any one <b>period of insurance</b> is the amount shown in the schedule. <b>You</b> must pay the excess for this additional cover shown in the schedule.				
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> .				

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**Your obligations**

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

If a problem arises	<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 seven 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 <a href="mailto:liability.claims@hiscox.com">liability.claims@hiscox.com</a>; or  By post to Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.</li><li>unless you notify us 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>
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## Public and products liability (Charity)

### Policy wording

#### Correcting problems

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

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#### Control of defence

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any 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.

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<b>Special definitions for this section</b>	The General terms and conditions and the following terms and conditions all apply to this section.
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
<b>Claim</b>	Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an <b>insured person</b> during the <b>period of insurance</b> seeking monetary damages or other legal relief or penalty alleging a <b>wrongful act</b> .
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement 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> .
<b>Employment claim</b>	Any <b>claim</b> by any <b>employee</b> or volunteer for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy arising solely as a result of the employment or non-employment by <b>you</b> of any current, former or prospective <b>employee</b> or volunteer.
<b>Extradition proceeding</b>	Any proceeding commenced under the provision of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals.
<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>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 director, partner, trustee, committee member or officer of <b>you</b>.</li> <li>2. Any de facto director of <b>you</b> 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>
<b>Loss</b>	<p>In respect of a <b>claim</b> the amount any <b>insured person</b> becomes legally liable to pay for <b>defence costs</b>, awards of damages including punitive and exemplary damages where legally permissible, awards of costs including claimants legal costs and expenses and settlements with <b>our</b> prior written agreement.</p> <p><b>Loss</b> does not include any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment-related benefits, punitive and exemplary damages in relation to an <b>employment claim</b> or the multiplied portion of any damages award unless awarded for defamation.</p>
<b>Outside entity</b>	<p>Any organisation other than <b>you</b>:</p> <ol style="list-style-type: none"> <li>1. that is tax exempt and not for profit; or</li> <li>2. in which you hold any issued share.</li> </ol>
<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> .

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## Directors' and trustees' liability

### Policy wording

<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>	<p>Any private limited company not domiciled outside of the United Kingdom of Great Britain and Northern Ireland or Republic of Ireland 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>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>	<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 solely in their capacity as <b>your</b> director, partner, trustee, committee member, officer or <b>employee</b> including:</p> <ol style="list-style-type: none"> <li>1. breach of any duty, including fiduciary or statutory duty;</li> <li>2. breach of trust;</li> <li>3. negligence, negligent misstatement, misleading statement or negligent misrepresentation;</li> <li>4. defamation;</li> <li>5. wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation);</li> <li>6. breach of warranty of authority;</li> <li>7. 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, partner, trustee, committee member, officer or <b>employee</b> of <b>you</b>.</li> </ol>
<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> , 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> .

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## What is covered

Claims against an insured person	<b>We</b> will pay on behalf of any <b>insured person</b> the <b>loss</b> arising from a <b>claim</b> against any <b>insured person</b> for any <b>wrongful act</b> within the <b>geographical limits</b> .
Company reimbursement	<p><b>We</b> will pay on <b>your</b> behalf the <b>loss</b> which <b>you</b> are legally obliged or permitted to pay on behalf of an <b>insured person</b> arising from a <b>claim</b> against an <b>insured person</b> for a <b>wrongful act</b> within the <b>geographical limits</b>. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.</p> <p>If <b>you</b> are permitted or obliged to provide such payment but fail to do so for any reason other than <b>your</b> insolvency, <b>we</b> will pay the amount of the <b>claim</b> less the relevant <b>excess</b> regardless of whether <b>you</b> advanced payment or indemnified an <b>insured person</b> for such <b>loss</b>.</p>
Health and safety/ manslaughter	<b>We</b> will pay on <b>your</b> behalf <b>loss</b> which <b>you</b> are legally obliged or permitted to pay on behalf of an <b>insured person</b> arising from a <b>health and safety/manslaughter claim</b> , including any equivalent legislation in any other jurisdiction, against an <b>insured person</b> for a <b>wrongful act</b> within the <b>geographical limits</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Pollution	<b>We</b> will pay on behalf of any <b>insured person</b> the <b>loss</b> in respect of a <b>claim</b> arising from <b>pollution</b> within the <b>geographical limits</b> .

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## What is not covered

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

Deliberate or dishonest acts	<ol style="list-style-type: none"> <li>1. based upon, attributable to or arising out of:</li> </ol>
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## Directors' and trustees' liability

### Policy wording

- a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any **insured person**;
- b. an act intended to secure or which does secure a personal profit or advantage to which any **insured person** was not legally entitled;
- c. an act intended to secure or which does secure a profit for any other entity where an **insured person** is a director, partner, trustee, committee member, officer or employee of such entity.

This exclusion will only apply after a judgment or other final adjudication or an admission by an **insured person** that such act did occur. **We** may request that an opinion be obtained from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur. This exclusion shall apply if counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur. Such opinion will be binding on **us** and the **insured person**. The costs of such opinion shall be met by **us**.

Prior claims and circumstances	2. based upon, attributable to or arising out of any <b>claim</b> or circumstance which <b>you</b> or any <b>insured person</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> .
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 <b>you</b> or an <b>insured person</b> initiated prior to the <b>prior and pending litigation date</b> .
Defined benefit pension schemes	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.
Claims outside the applicable courts	5. brought outside the <b>applicable courts</b> shown in the schedule.
Matters insurable elsewhere	6. 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.  This exclusion shall not apply to any <b>health and safety/manslaughter claim</b> .
	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.
Claims brought by a related party	8. based upon, attributable to or arising out of any claim brought or maintained by <b>you</b> or an <b>insured person</b> .
Breach of professional duty	9. based upon, attributable to or arising out of any <b>claim</b> relating to a breach of or failure to provide professional duties or services.
Shareholders	10. brought by or on behalf of anyone owning 15% or more of <b>your</b> issued share capital.
Acquisition of your assets or issued share capital	11. 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 any party acquires more than 50% of either <b>your</b> assets or issued share capital.  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.
Share offerings	12. 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> 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 any amendments <b>we</b> may require to the terms and conditions of this section.
Financial advantage	13. based upon, attributable to or arising out of the gaining of any financial advantage to which the <b>insured person</b> was not entitled, including the repayment of any wrongfully received monies.

Employment claims	14. based upon, attributable to or arising out of any <b>employment claim</b> .
Extradition proceedings	15. based upon, attributable to or arising out of any <b>extradition proceeding</b> .
Outside entities	16. based upon, attributable to or arising out of any actual or alleged <b>wrongful act</b> committed by an <b>insured person</b> for or on behalf of an <b>outside entity</b> .

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### Special conditions

General terms	<p>The General definitions, General conditions and General claims conditions set out in the <b>General terms and conditions</b> 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>General condition 1 and General claims condition 2 shall not apply to this section. Under this section only <b>we</b> waive <b>our</b> right to rescind the <b>policy</b> on the grounds of misrepresentation or fraud.</p> <p>General condition 5, Cancellation shall only apply to this section at the end of the <b>period of insurance</b> or the anniversary date whichever comes first.</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>
Information provided by an insured person	<p>All information which any <b>insured person</b> provided before <b>we</b> agreed to insure <b>you</b> will be considered as a separate application for each <b>insured person</b> and as such the knowledge of or any statement made by an <b>insured person</b> will not be imputed to any other <b>insured person</b> for the purposes of determining whether cover is available for any <b>claim</b> against such other <b>insured person</b>.</p>
Extended notification period following acquisition of your assets or issued share capital	<p>In the event that any party acquires more than 50% of either <b>your</b> assets or issued share capital during the <b>period of insurance</b>, <b>you</b> may on payment of an additional premium of 100% of the annual section premium request that this section continue in force for a period of 12 months from the expiry date of the current <b>period of insurance</b>, provided that such extension shall only apply to <b>claims</b> arising from any <b>wrongful act</b> committed or alleged prior to the date of such acquisition.</p>

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### How much we will pay

	<p>The most <b>we</b> will pay for the total of all <b>claims</b> and their <b>defence costs</b> is the limit of indemnity shown in the schedule irrespective of the number of <b>claims</b> made.</p> <p>The amount <b>we</b> will pay for <b>claims</b> and their <b>defence costs</b> includes any amount <b>we</b> pay on <b>your</b> behalf, and for <b>claims</b> against an <b>insured person's</b> spouse, civil or unmarried partner.</p> <p>Each <b>claim</b> shall be treated as first made when <b>we</b> receive notice of the first <b>claim</b>. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.</p>
Paying out the limit of indemnity	<p>At any stage of a <b>claim</b>, <b>we</b> can pay the <b>insured person</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will then have no further liability for any <b>claim</b> or <b>loss</b>.</p>

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### Your obligations

Notification	<p><b>We</b> will not make any payment under this section:</p> <ol style="list-style-type: none"><li>1. unless <b>you</b> notify <b>us</b> promptly of the following within the <b>period of insurance</b> or at the latest within 14 days after it expires for any problem <b>you</b> become aware of within the seven days before expiry:<ol style="list-style-type: none"><li>a. the <b>insured person's</b> first awareness of any <b>wrongful act</b>;</li><li>b. any <b>claim</b> or threatened <b>claim</b> against an <b>insured person</b> or the <b>insured person's</b> lawful spouse, civil or unmarried partner;</li><li>c. the threat or commencement of any disqualification proceedings against any <b>insured person</b>;</li><li>d. the threat or commencement of proceedings against any <b>insured person</b> for <b>pollution</b>.</li></ol></li></ol>
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## Directors' and trustees' liability

Policy wording

2. if, when dealing with a third-party, **you** or the **insured person** admit that **you** or the **insured person** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement.  
**You** must also not reveal the amount of cover available under this insurance.
3. to any **insured person** who, prior to the **period of insurance**, had knowledge that the information provided to **us** upon which **we** agreed to insure **you** was inaccurate or incomplete.

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### Control of defence and payment of a claim

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

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

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

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the 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**.

**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.

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

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## Special definitions for this section

<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>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.

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## 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> within the <b>geographical limits</b> for clients, 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, patent, trademark or moral rights or any act of passing-off,</li><li>defamation,</li><li>dishonesty of <b>your</b> individual partners, directors, employees or self-employed freelancers directly contracted to <b>you</b> and under <b>your</b> supervision,</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 pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Avoiding a potential claim against you	<p>If <b>your</b> client has reasonable grounds for being dissatisfied with the work <b>you</b> have done, refuses to pay for any or all of it, including amounts <b>you</b> legally owe to sub-contractors 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> <p>Once <b>we</b> agree to make this payment <b>you</b> will assign to <b>us</b> such rights as <b>you</b> have in relation to the amounts owed to <b>you</b>.</p> <p><b>We</b> will not make any payment for any part of a claim not covered by this section.</p>
Your own losses Loss of documents	<p>If during the <b>period of insurance</b> any document, information or data of <b>yours</b> which is necessary for the performance of <b>your business activity</b> is lost, damaged or destroyed while in <b>your</b> possession, <b>we</b> will cover <b>you</b> against the cost of restoring or replacing it.</p>

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## What is not covered

Matters specific to your business	<p>A. <b>We</b> will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"><li>any investment of, or direct advice on the investment of, client funds.</li><li>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.</li></ol>
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## Professional Indemnity for General Professionals

### Policy wording

3. **your** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legislation or regulation related to these activities.
  4. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
  5. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
  6. breach of confidence or misuse of any information or infringement of any right to privacy.
  7. the work of any personnel supplied by **you** to a client, unless **you** have breached a duty of care in supplying them.
  8. transmission of a computer **virus**.
  9. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
- Matters insurable elsewhere
10. the death or any bodily or mental injury or disease suffered by anyone.
  11. 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.
  12. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.
  13. the loss, damage or destruction of any tangible property. This does not apply to documents in **your** care, custody or control in connection with a **business activity** for a client or to **your** own loss under the cover for loss of documents in What is covered.
  14. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
  15. the loss or distortion of any data of **yours** held electronically.
  16. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
  17. **your** supply, manufacture, sale, installation or maintenance of any product.
- Deliberate, reckless or dishonest acts
18. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
  19. 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, but **we** will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.
- Pre-existing problems
20. any shortcoming, or alleged shortcoming, in **your** work which **you** knew about, or ought reasonably to have known about, before **we** agreed to insure **you**.
- Date recognition
21. **date recognition**.
- War, terrorism and nuclear
22. **war, terrorism or nuclear risks**.
- Asbestos
23. **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.

Consequential loss	<p>3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent.</p> <p>4. any trading loss or trading liability including those arising from the loss of any client, account or business.</p>
Non-compensatory payments	5. fines and contractual penalties, aggravated, punitive or exemplary damages, and additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	<p>6. 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>

### How much we will pay

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

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

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. This includes **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for any claim, loss or 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 **your** work for a client which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.
 

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance.
  - b. any claim or threatened claim against **you**.
  - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee or self-employed freelancer has acted dishonestly.
  - d. **your** discovery that any document, information or data of **yours** has been lost, damaged or destroyed.
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

**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.

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### Special definitions for this section

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

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### What is covered

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

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### What is not covered

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

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**How much we will pay**

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

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

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**Your obligations**

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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

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

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**Special definitions for this section**

<b>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 the Republic of Ireland working for <b>you</b> in connection with <b>your activities</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 worker engaged with <b>your</b> permission.</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.
<b>Your activities</b>	<b>Your</b> activities declared to us and accepted by us, undertaken with <b>your</b> full knowledge and authority and under <b>your</b> control or the control of an <b>employee</b> .

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**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	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> .
Claims against principals	<p>If, as a result of <b>your activities</b>, any party brings a claim, which falls within the scope of <b>what is covered</b>, claims against you, against a customer or client of <b>yours</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 or client 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>



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**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** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your policy** number:

by email to [liability.claims@hiscox.com](mailto:liability.claims@hiscox.com)

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.

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**Control of defence**

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any 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.

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**Compulsory insurance clause**

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

## Thank you for signing up with 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.

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

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**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>

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**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.

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**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**.

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### 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>

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### 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>

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

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

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**Special definitions for this section**

<b>Additional increased costs of working</b>	The additional costs and expenses, not including the costs of <b>reconstitution of data</b> , reasonably incurred by <b>you</b> with <b>our</b> prior consent in order to continue <b>your activities</b> or minimise <b>your</b> loss of <b>income</b> or loss of <b>gross profit</b> during the <b>indemnity period</b> and not limited to the reduction in <b>income</b> or <b>gross profit</b> saved.
<b>Alternative hire costs</b>	The reasonable hire costs incurred by <b>you</b> during the <b>period of insurance</b> for the necessary hire of a substitute item of similar type and capacity either whilst <b>property</b> is being repaired or until permanently replaced, following <b>insured damage</b> or <b>insured failure</b> .
<b>Annualised amount insured</b>	The <b>amount insured</b> divided by the <b>indemnity period</b> multiplied by 12.
<b>Gross profit</b>	The difference between the sum of <b>your income</b> , closing stock and work in progress and the sum of <b>your</b> opening stock, work in progress and <b>uninsured working expenses</b> .
<b>Income</b>	The total income from <b>your activities</b> carried out from the <b>insured location</b> .
<b>Increased costs of working</b>	The costs and expenses necessarily and reasonably incurred by <b>you</b> for the sole purpose of minimising the reduction in <b>income</b> from <b>your activities</b> during the <b>indemnity period</b> , but not exceeding the reduction in <b>income</b> saved.
<b>Indemnity period</b>	The period, in months, beginning at the date of the <b>insured damage</b> or <b>insured failure</b> , or the date the restriction is imposed, and lasting for the period during which <b>your income</b> is affected as a result of such <b>insured damage</b> , <b>insured failure</b> or restriction, but for no longer than the number of months shown in the schedule.
<b>Insured damage</b>	<b>Damage</b> , other than <b>failure</b> , to <b>property</b> occurring during the <b>period of insurance</b> provided that: <ol style="list-style-type: none"><li>the <b>damage</b> is not otherwise excluded by the buildings, contents or other property section of this <b>policy</b>; and</li><li>payment has been made or liability admitted by the insurer under any insurance covering such <b>damage</b>.</li></ol>
<b>Insured failure</b>	<b>Failure</b> of <b>equipment</b> , <b>computers</b> , oil or water storage tanks and other insured items provided that: <ol style="list-style-type: none"><li>the <b>failure</b> is not otherwise excluded by the Equipment breakdown section of this <b>policy</b>; and</li><li>payment has been made or liability admitted by <b>us</b> under the Equipment breakdown section of this <b>policy</b>.</li></ol>
<b>Notifiable human disease</b>	Any human infectious or human contagious disease, an outbreak of which must be notified to the local authority.
<b>Rate of gross profit</b>	The percentage produced by dividing <b>gross profit</b> by <b>your income</b> during the financial year immediately before any <b>insured damage</b> , <b>insured failure</b> or restriction.
<b>Rent</b>	Rent: <ol style="list-style-type: none"><li>for the <b>insured location</b> that <b>you</b> must legally pay whilst the <b>insured location</b> or any part of it is unusable as a result of <b>insured damage</b>, <b>insured failure</b> or restriction;</li><li>that <b>you</b> cannot legally recover from <b>your</b> tenants whilst the <b>buildings</b> or any part are unusable as a result of <b>insured damage</b>, <b>insured failure</b> or restriction.</li></ol>
<b>Uninsured working expenses</b>	Purchases less discounts received, bad debts, <b>rent</b> and any other item described in the schedule.

What is covered	We will insure <b>you</b> for <b>your</b> financial losses and other items specified in the schedule, resulting solely and directly from an interruption to <b>your activities</b> caused by:
Financial losses from insured damage	1. <b>insured damage to property:</b> <ol style="list-style-type: none"> <li>a. insured under any Property section of this <b>policy</b> other than Equipment breakdown; or</li> <li>b. insured elsewhere, but not under this <b>policy</b>, provided the <b>damage</b> occurred whilst the <b>property</b> was at the <b>insured location</b>;</li> </ol>
Denial of access	2. <b>insured damage</b> in the vicinity of the <b>insured location</b> which prevents or hinders <b>your</b> access to the <b>insured location</b> ;
Bomb threat	3. <b>your</b> total inability to access the <b>insured location</b> due to restrictions imposed by the police, An Garda Síochána, the British Armed Forces or the Irish Defence Forces caused by the presence or suspected presence of an incendiary or explosive device within the premises or in the vicinity of the <b>insured location</b> during the <b>period of insurance</b> , provided that such restriction applies for more than four hours and subject to <b>our</b> liability being limited to the actual period that total access is denied. No cover will be provided if actual <b>damage</b> or <b>failure</b> is caused by the device;
Suppliers	4. <b>insured damage</b> , other than damage caused by <b>flood</b> or <b>earth movement</b> , arising at the premises of one of <b>your</b> suppliers operating and based in the European Union, other than water, gas, electricity or telecommunications services;
Public utilities	5. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union to the <b>insured location</b> for more than 24 consecutive hours caused by <b>insured damage</b> , other than <b>damage</b> caused by <b>flood</b> or <b>earth movement</b> , to any land based premises of the supply authority or the terminal feed to the <b>insured location</b> or to underground pipes or underground cables conveying such services from the supply authority to <b>your</b> premises;
Public authority	6. <b>your</b> inability to use the <b>insured location</b> due to restrictions imposed by a public authority during the <b>period of insurance</b> following: <ol style="list-style-type: none"> <li>a. a murder or suicide;</li> <li>b. an occurrence of any <b>notifiable human disease</b>;</li> <li>c. injury or illness of any person traceable to food or drink consumed on the premises;</li> <li>d. defects in the drains or other sanitary arrangements;</li> <li>e. vermin or pests at the <b>insured location</b>;</li> </ol>
Loss of attraction	7. <b>insured damage</b> in the vicinity of the <b>insured location</b> or any fundraising event resulting in a shortfall in <b>your</b> expected <b>income</b> or <b>gross profit</b> for more than seven consecutive days;
Customers	8. <b>insured damage</b> , other than damage caused by <b>flood</b> or <b>earth movement</b> , at the premises of one of <b>your</b> direct customers operating and based in the European Union;
Equipment breakdown	9. <b>insured failure</b> .
<b>Additional cover</b>	The following are also provided up the amount shown in the schedule:
Death of a patron	10. <b>We</b> will reimburse <b>you</b> for the necessary and reasonable costs <b>you</b> incur to amend any of <b>your</b> printed literature or external webpages that refer to <b>your</b> patron as a result of their: <ol style="list-style-type: none"> <li>a. death; or</li> <li>b. being the subject of a criminal investigation; or</li> <li>c. offending public taste,</li> </ol> during the <b>period of insurance</b> , provided that <b>you</b> notify <b>us</b> promptly and obtain <b>our</b> approval of the costs before they are incurred.  This cover only applies where <b>your</b> patron is under the age of 70 at the start of the <b>period of insurance</b> .

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<b>What is not covered</b>	<ol style="list-style-type: none"><li><b>We</b> will not make any payment for any interruption to <b>your activities</b> directly or indirectly caused by, resulting from or in connection with <b>terrorism</b>. This does not apply to the cover under <b>What is covered</b>, Bomb threat.</li><li><b>We</b> will not make any payment under this section if <b>your activities</b> are discontinued permanently or if a liquidator or receiver is appointed.</li></ol>
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<b>How much we will pay</b>	<p><b>We</b> will pay up to the <b>amount insured</b> unless limited below or shown in the schedule. <b>We</b> will pay for no longer than the period shown in the schedule against each insured item.</p> <p>If <b>you</b> are accountable to the tax authorities for Value Added Tax, the amount <b>we</b> pay will be exclusive of such tax.</p> <p>The amount <b>we</b> pay for each item will be calculated as follows:</p>
Loss of income	the difference between <b>your</b> actual <b>income</b> during the <b>indemnity period</b> and the <b>income</b> it is estimated <b>you</b> would have earned during that period or, if this is <b>your</b> first trading year, the difference between <b>your income</b> during the <b>indemnity period</b> and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses <b>you</b> pay out of <b>your income</b> during the <b>indemnity period</b> . <b>We</b> will also pay for <b>increased costs of working</b> and <b>alternative hire costs</b> ;
Loss of gross profit	the sum produced by applying the <b>rate of gross profit</b> to any reduction in <b>income</b> during the <b>indemnity period</b> plus <b>increased costs of working</b> and <b>alternative hire costs</b> , less any business expenses or charges which cease or are reduced;
Outstanding debts	any of <b>your</b> outstanding debts which <b>you</b> are unable to recover following loss of <b>your</b> accounting records as a direct result of <b>insured damage</b> or <b>insured failure</b> .
Accountant's charges	the amount <b>we</b> will pay for loss of <b>income</b> , or loss of <b>gross profit</b> if applicable, includes the reasonable charges <b>you</b> pay to <b>your</b> professional accountant for producing information <b>we</b> require in support of a request for settlement under this section.
Under insurance	if the <b>annualised amount insured</b> is less than 85% of <b>your</b> actual <b>income</b> , or <b>your</b> actual <b>gross profit</b> if applicable, during the 12 months immediately preceding the date of the <b>insured damage, insured failure</b> or restriction, the amount <b>we</b> pay will be reduced in the same proportion as the under insurance.
Business trends	the amount <b>we</b> pay for loss of <b>income</b> or loss of <b>gross profit</b> will be amended to reflect any special circumstances or business trends affecting <b>your activities</b> , either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the <b>insured damage, insured failure</b> or restriction had not occurred.
<b>Special limits</b>	
Loss of attraction	<b>We</b> will only pay for <b>your</b> financial losses or other items specified in the schedule for up to three consecutive months from the time of the <b>insured damage</b> .

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## Your obligations

If any damage occurs	<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> or event which might prevent or hinder <b>you</b> from carrying on <b>your activities</b> .
Property insurance	Where the <b>damage</b> involves property <b>you</b> own or are legally responsible for, <b>we</b> will not make any payment unless <b>you</b> have property insurance in force covering the <b>damage</b> and payment has been made, or liability admitted, under that insurance for the <b>damage</b> .
Accounts records	<b>We</b> will not make any payment for outstanding debts unless <b>you</b> keep a record of all amounts owed to <b>you</b> and keep a copy of the record away from the <b>insured location</b> .