

Policy Wording *Down to the nitty-gritty*

About this document

The policy wording is the insurer's definitive statement of what is and isn't covered.

It contains general terms and conditions, the specific elements of your cover and the details of who to go to if you want to complain.

Insurers sometimes use quite technical insurance language in their wordings. If you'd like a layman's terms explanation of anything you find, please give us a call.

Professional Indemnity

Professional indemnity insurance is for professional people or businesses that provide a specialist service – design, advice, words, numbers, ideas or other expertise – to paying clients.

It protects you if one of those paying clients (or a third party) alleges you've made a mistake and it's cost them money. And they decide to sue you for their loss.

Public Liability

Public liability insurance covers you, your business and its employees. Especially the clumsy ones.

If there's an accident and someone's injured or their property's damaged (and it's deemed your fault), you could be held liable.

Cyber Insurance

It covers system repair costs, investigation costs and your business's lost revenue after a cyber-attack.

Prefer to talk it through?

No problem.

I'm Jane,

our professional insurance expert.



Got a question? Need a quote? Call me on:

0345 222 5360

A seamless integrated insurance solution for professionals.

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

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

Our promise to you

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



Steve Langan
Managing Director, Hiscox UK

Complaints procedure

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

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL

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

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

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

General terms and conditions

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

You / your The insured named in the schedule.

Conditions precedent

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

General conditions

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

- Basis of insurance**
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.

General claims conditions

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

Your obligations

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

Fraud

2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

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

**Special definitions
for this section**

Advertising	Advertising, publicity, or promotion in or of your products or services, including online.
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Business activities	The activities shown in the schedule, which you perform in the course of your business .
Claim	Any written assertion of liability or any written demand for financial compensation or injunctive relief first made against you within the applicable courts .
Client	Any person or entity with whom you have contracted to provide services or deliverables that expressly fall within your business activities .
Defence costs	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim but not including any overhead costs, general business expenses, salaries, or wages incurred by you or any other person or entity entitled to coverage under this section.
Employee	An individual performing employment duties solely on your behalf in the ordinary course of your business activities and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform such business activities . You and your independent contractors will not be treated as employees under this section.
Liquidated damages	A sum of money, or mechanism for calculating such sum, agreed between you and your client by contract as the amount payable by you in the event of a specified breach of such contract provided that, at the time the sum or mechanism was agreed, it represented a fair and reasonable estimate of your client's loss in the event of your breach of the contract.
Loss	Any financial harm caused to your business .
Personal data	<ol style="list-style-type: none">1. any data relating to a living individual who can be identified from that data; or2. any sensitive personal data as defined in the Data Protection Act 1998 or any similar or successor legislation.
Potential claim	Any matter likely to lead to a claim covered under this section.
Retroactive date	The date stated as the retroactive date in the schedule. For any subsidiary acquired by you during the period of insurance the retroactive date will be the date of acquisition.
Subsidiary	An entity: <ol style="list-style-type: none">1. that has been identified in your proposal for this policy and you own more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the period of insurance; or2. which you acquire during the period of insurance where the turnover at the date of acquisition is less than 20% of your turnover and the acquired entity's business activities are the same as yours.
You/your	Also includes: <ol style="list-style-type: none">1. any person who was, is or during the period of insurance becomes your partner, director, trustee, in-house counsel or senior manager in actual control of your operations;2. any subsidiary;

What is covered

Claims against you	If during the period of insurance , and as a result of your business activity or advertising on or after the retroactive date within the geographical limits , a claim is first brought against you for any actual or alleged:
Breach of contract and liquidated damages	1. breach of any contract between you and your client , including any service level agreement forming part of such contract, or any claim for liquidated damages , where the claim is brought by your client ;
Intellectual property infringement	2. intellectual property infringement (but not any patent infringement or trade secret misappropriation), including but not limited to: <ul style="list-style-type: none"> a. infringement of copyright, trademark, trade dress, publicity rights, moral rights or design rights; b. cyber squatting violations; c. any act of passing-off; d. misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork;
Negligence	3. negligence or breach of any duty to use reasonable care and skill, including but not limited to negligent misrepresentation or negligent loss of or damage to any third-party document, data or information for which you are responsible;
Breach of confidentiality	4. breach of any duty of confidence, invasion of privacy, or violation of any other legal protections for personal information;
Defamation	5. defamation, including but not limited to libel, slander, trade libel, product disparagement, or malicious falsehood;
Dishonesty	6. dishonesty of employees or sub-contractors or outsourcers directly contracted to you or under your supervision;
Civil liability	7. any other civil liability,
	we will pay the amount agreed by you and us through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a claim or the amount to satisfy a judgment or arbitration award against you including any judgment or award ordering the payment of claimant's lawyers fees and costs. We will also pay defence costs in respect of covered claims against you .
Sub-contractors or outsourcers	We will indemnify you against any claim falling within the scope of What is covered , Claims against you , which is brought as a result of business activity undertaken on your behalf by any sub-contractor or outsourcer.
Network security and personal data events	We will also indemnify you if, during the period of insurance and as a result of your business activity or advertising , a claim is brought against you for any actual or alleged: <ul style="list-style-type: none"> 1. transmission of malicious software including, but not limited to, a computer virus, worm, logic bomb or trojan horse; 2. denial of service attack against a third-party; 3. unauthorised acquisition, access, use, or disclosure of personal data or confidential corporate information that is held or transmitted in any form; 4. prevention of authorised electronic access to any computer system, personal data or confidential corporate information.
Payments toward your outstanding fees	If: <ul style="list-style-type: none"> a. your client refuses to pay your contractually agreed fees (including any amount you are legally liable to pay a sub-contractor at the date your client first refuses to pay); and b. you satisfy us that your client intends to make a claim against you for an amount covered by this section that is greater than the amount you are owed;

then **we** will pay the amount **you** are owed above the amount of the **excess** (excluding any amount for **your** lost profit, mark-up and liability for taxes or its equivalent) if **you** satisfy **us** that **our** payment is reasonably likely to fully and finally resolve all known **claims** and **potential claims** by that **client**.

If subsequently a **claim** is still made against **you** following **our** payment of **your** outstanding fees, these payments will be a credit against any amounts payable by **us** in the defence or resolution of that **claim** and will also be deducted from the remaining limit of indemnity for that **claim**.

Your own losses

Dishonesty of your employees, sub-contractors or outsourcers

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

Loss of documents

If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your business activities** is lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing it.

What is not covered

- | | |
|------------------------|--|
| Insufficient resources | <p>A. We will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> 1. your failure to take all reasonable steps to ensure that you have sufficient technical, logistical and financial resources to perform a contract; |
| Third party defect | <ol style="list-style-type: none"> 2. any defect in any software, hardware, firmware, or associated network cabling that is solely caused by a third party, including but not limited to any third-party software supplier, manufacturer or originator. <p>However, this exclusion does not apply to:</p> <ol style="list-style-type: none"> a. covered defence costs incurred by you to defend such portions of a claim but only until there is a finding in any legal proceeding, including any arbitration, or any admission that the defect at issue is solely caused by a third-party, at which time you shall reimburse us for all defence costs that we have paid toward that claim; or b. any amount you satisfy us that you are legally able to recover under a written contract; |
| Bodily injury | <ol style="list-style-type: none"> 3. any death or bodily injury or disease suffered or alleged to be suffered by anyone. <p>However this exclusion does not apply to any portion of any claim:</p> <ol style="list-style-type: none"> a. seeking damages for mental anguish or distress where such damages solely stem from a covered claim for defamation, breach of privacy, or negligent publication; or b. directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by you for a fee, provided that such claim is first brought within the applicable courts but always excluding USA or Canada. |
| Property damage | <ol style="list-style-type: none"> 4. loss, damage or destruction or loss of use of any tangible property. <p>However this exclusion does not apply to any:</p> <ol style="list-style-type: none"> a. claim directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by you for a fee, provided that such claim is first brought within the applicable courts but always excluding the USA or Canada; b. claim for alleging or arising from damage to electronic data; c. loss directly arising from any document of yours which is necessary for the performance of your business activities and which is lost, damaged or destroyed while in your possession; |
| Repair/replace/recall | <ol style="list-style-type: none"> 5. any costs or expenses involved in the repair, upgrade, correction, recall or replacement of any software, hardware, firmware, or associated network cabling, or any costs or expenses relating to your legal obligation to comply with an injunction. <p>However, this exclusion does not apply to any portion of a judgment requiring you to pay direct damages to your client in respect of a covered claim for breach of contract;</p> |

Professional indemnity for technology companies

Policy wording

Hardware design or manufacture	6. any design or manufacture of hardware by you or on your behalf;
Government investigation/enforcement	7. any governmental enforcement of any legislation, regulation or order from any regulatory authority. However, this exclusion shall not apply to any otherwise covered claim from a federal, national, state, local or foreign government, agency or entity that is a client and has asserted the claim in its capacity as a client and not in its official governmental capacity;
Commercial disputes	8. any commercial dispute with your business partner or business associate, including but not limited to any reseller, distributor, original equipment manufacturer, third-party sales agent, systems integrator, or joint venture partner, but only to the extent such a claim is based upon: a. a commission or royalty, or any other term upon which such partner or associate is to be compensated in connection with doing business with you , or any compensation or remuneration promised or owed by you pursuant to those terms; or b. your decision to cease doing business with such a partner or associate;
Patent/trade secret	9. any actual or alleged: a. infringement, use, or disclosure of a patent; or b. use, disclosure or misappropriation of a trade secret;
Chargeback	10. any chargeback, liability, or fee incurred by you or your client as a result of a merchant service provider, including any credit card company or bank, wholly or partially reversing or preventing a payment transaction;
Infrastructure interruption	11. any failure or interruption of service provided by an internet service provider, telecommunications provider, utility provider or other infrastructure provider except to the extent you provide those services as part of your business activity ;
Stocks, accounts, taxation and fiduciary	12. any: a. liability or breach of any duty or obligation owed by you regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation; b. liability or breach of any duty or obligation owed by you regarding any statement or representation (express or implied) contained in your accounts, reports or financial statements, or concerning your financial viability; c. violation of any taxation, competition, restraint of trade or anti-trust law or regulation; d. breach of any fiduciary duty owed by you ;
Pension and employee benefit schemes	13. any liability or breach of any duty or obligation owed by you in connection with the operation or administration of any health, pension or employee benefit scheme, plan, trust or fund;
Insolvency	14. your insolvency or the insolvency of your suppliers;
Sweepstakes, gambling or lotteries	15. your provision of any sweepstakes, gambling activities or lotteries;
Matters insurable elsewhere	16. the ownership, possession or use of any land, building, animal, aircraft, watercraft or motor vehicle;
Negotiable instruments	17. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper;
Employment practices liability	18. anyone's employment with you or any breach of an obligation owed by you as an employer;
Discrimination	19. any discrimination, harassment or unfair treatment;
Directors and officers' liability	20. any liability or breach of any duty or obligation owed to you or your shareholders by any of your directors, officers, trustees or board members, including but not limited to: a. any allegation of insider trading;

- b. any breach of any duty of corporate loyalty;
 - c. any statement, representation or information concerning **you** or **your business** contained in **your** accounts, reports or financial statements;
- Personal liability 21. any personal liability incurred by any director, officer, trustee, or board member of **yours** when acting in that capacity or managing **your business** other than when performing a **business activity** for a **client** or **advertising**;
- Dishonest or criminal conduct 22. any fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business (but not in respect of a defamation **claim**), or any knowing or wilful violation of a law, whether committed by **you** or committed by another whose conduct or violation of the law **you** have ratified or actively condoned or any act **you** knew, at the time **you** performed it, would give rise to a **claim** or **loss**.
- However, this exclusion will not apply unless:
- a. such conduct or wilful violation of the law has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding; or
 - b. such conduct or wilful violation of the law has been established by **your** admission in a proceeding or otherwise; or
 - c. **you** or **we** discover evidence of such conduct or wilful violation of the law;
- at which time **you** shall reimburse **us** for all payments made by **us** in connection with such conduct or wilful violation of the law and all of **our** duties in respect of that entire **claim** shall cease;
- Reckless conduct 23. any conduct committed in reckless disregard of another person or business' rights, but not in respect of a defamation **claim**;
- Pre-existing problems 24. any matter that prior to the first date of the **period of insurance** **you** knew or reasonably ought to have known would be likely to lead to a **claim**, **potential claim** or **loss**;
- War, terrorism and nuclear 25. **war**, **terrorism** or **nuclear risks**;
- Asbestos 26. **asbestos risks**;
- Pollution 27. any pollution, contamination including noise, electromagnetic fields, radiation and radio waves.
- B. **We** will not make any payment for:
- Claims brought by a related party 1. any **claim** brought by any person or entity falling 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.
- However, 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 activities**;
- Claims by current and former employees 2. any **claim** made against **you** by any person or entity that **you** currently employ or formerly employed, including but not limited to **employees**, sub-contractors or outsourcers.
- However, this exclusion will not apply to any portion of any **claim**:
- a. solely based on **business activities** performed when such person or entity was not working for **you**; or
 - b. based on a liability to an independent third party directly arising out of the performance of **your business activities**;
- Non-compensatory payments 3. a. punitive or exemplary damages, which **you** are legally obliged to pay.
- However **we** will pay an award of such damages if insurable in the jurisdiction where such award was first ordered; or
- b. service credits, contractual fines or contractual penalties, other than **liquidated damages**;

Fines and penalties	4. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages which you are legally obliged to pay, including but not limited to those imposed by any national, federal, state, or local governmental body or any licensing organisation;
Claims outside the applicable courts	5. any claim including arbitration, brought outside the 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 ;
Trading losses	6. any trading loss or trading liability including those arising from the loss of any client , account or business.

How much we will pay

We will pay up to the limit of indemnity for this section shown in the schedule unless limited below or otherwise shown in the schedule. **We** will also pay for **defence costs** incurred with **our** prior written agreement. 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.

Any amounts to be paid by **us** shall not include or be calculated based on any of **your** overhead expenses, **your** liability for debt, taxes, lost costs or profits, salaries or wages, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving **your** security, or performing audits.

You must pay the relevant **excess** shown in the schedule. The **excess** will only be eroded by the covered part of the **claim**.

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

Multiple claims from a single source

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

Special limits

Aggregate limit for dishonesty, physical damage and injury

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

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

Paying out the limit of indemnity

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

Your obligations

If a problem arises

You must notify **us** of any **claim** made against **you** or any **loss** as soon as practicable and within the **period of insurance** or at the latest within 14 days after it expires for any **claim** or **loss you** first became aware of in the seven days before expiry.

You must also notify **us** of **potential claims** under this section, such notification must be as soon as practicable and within the **period of insurance** or at the latest within 14 days after it expires, and must to the fullest extent possible identify the particulars of the **potential claim**, including identifying the potential claimant(s), the likely basis for liability, the likely demand for relief and any additional information about the **potential claim** that **we** reasonably request. If such a **potential claim** notification is made to **us** then **we** will treat any **claim** arising from the

same particulars as that notification as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **period of insurance** has expired.

We will not make any payment, including any **defence cost** payment, toward any portion of any **claim** if **you**:

1. fail to ensure that **our** rights of recovery, including but not limited to any subrogated rights of recovery, against a third party are not unduly restricted or financially limited by any term in any of **your** contracts;
2. admit liability in connection with, make any settlement offer with respect to, or settle any **claim** under this policy without **our** prior consent.

Control of defence

Defence arrangements

This is a duty to defend section. This means that **we** have the right and duty to defend **you** against any **claim** which is covered in its entirety. 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.

If a **claim** which is only partially covered is made against **you**, **we** have the right and duty to defend **you**, but amounts relating to non-covered portions of **claims** will be deducted from **our** final settlement. However, for **claims** or portions of **claims** which allege or arise from any infringement, use or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret, **we** and **you** agree to allocate all amounts, including **defence costs**, upon **our** receipt of the **claim** or **potential claim**.

We and **you** agree to use best efforts to determine a fair allocation of covered and non covered portions of **claims**. If **you** and **we** cannot agree on a fair allocation **you** and **we** agree to follow the dispute resolution process in the General terms and conditions of this **policy**.

If a covered or partially covered **claim** is made against **you**, then **we** have the right to appoint suitably qualified legal representation to defend **you**.

We have no duty to defend **you** against **claims** where:

1. no portion of the **claim** is covered; or
2. **we** pay **you** the limit of indemnity as described in **How much we will pay** – Paying out the limit of indemnity.

The **excess** will only be eroded by the covered portion(s) of a **claim**.

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

Special definitions for this section

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

What is covered

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

Public and products liability

Policy wording

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

Cross liabilities

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

Criminal proceedings costs

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

Additional cover

Court attendance compensation

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

What is not covered

Property for which you are responsible

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. employees' or visitors' vehicles or effects while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
 2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

 - a. any **tool of trade**;
 - b. the loading or unloading of any vehicle off the highway.

Injury to employees

3. **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.

Pollution

4.
 - a.
 - i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**, unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
 - b. any **pollution** occurring in the United States of America or Canada.

Computer virus

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

Professional advice

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

Public and products liability

Policy wording

Your products	<p>7. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.</p> <p>8. a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;</p> <p>b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products.</p>
Inefficacy	9. inefficacy .
Deliberate or reckless acts	10. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	11. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	12. date recognition .
War, terrorism and nuclear	13. war, terrorism or nuclear risks .
Asbestos	14. asbestos risks .
	B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against you resulting from work you undertake in any country outside the geographical limits .

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Special limits

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

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

Your obligations

	We will not make any payment under this section:
If a problem arises	<ol style="list-style-type: none">unless you notify us promptly of any claim or threatened claim against you. For claims arising out of bodily injury, you must notify us immediately and in any event within 7 days of a claim or anything which may give rise to a claim under this section. At our request, you must confirm the facts in writing within 30 days with as much information as is available. You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number: By email to: liability.claims@hiscox.com; or By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.unless you notify us as soon as practicable of:<ol style="list-style-type: none">your discovery that products are defective;any threatened criminal action by any governmental, administrative or regulatory body.if, when dealing with your client or a third party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. You must also not reveal the amount of cover available under this insurance, unless you had to give these details in negotiating a contract with your client or have our prior written agreement.
Correcting problems	We will not make any payment for products claims if you fail to take reasonable steps to remedy or rectify, at your expense, any defect or failure in the goods or services you have supplied to a client, customer or distributor.

Control of defence

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

Please read the schedule to see whether Breach costs, Cyber business interruption, Hacker damage, Cyber extortion, Privacy protection or Media liability are covered by this section.

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

**Special definitions
for this section**

Advertising	Advertising, publicity or promotion in or of your products or services, including online.
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Breach	<ol style="list-style-type: none">1. The unauthorised acquisition, access, use or disclosure of, or the loss or theft of personal data, which compromises the security or privacy of that information such that it poses a significant risk of financial harm to the data subject; or2. any unauthorised acquisition, access, use or disclosure of personal data which triggers your obligations under any statute, law or regulation to make any notification of such unauthorised acquisition, access, use or disclosure.
Breach forensic costs	Following a possible breach , the costs you incur for computer forensic analysis conducted by outside forensic experts to confirm the breach and identify the affected data subjects , as well as outside legal fees necessary for the preservation of the lawyer-client privilege of forensic reports and findings.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding or any assertion of liability or any written demand for financial compensation or injunctive relief first made against you within the applicable courts .
Cloud provider	Any entity providing hardware or software services to you over the internet, including the provision of software as a service, infrastructure as a service or platform as a service.
Computer system	Any computer network, hardware, software, information technology and communications system, including any email, intranet, extranet or website.
Credit monitoring costs	Following a breach , the costs you incur to provide one year of credit monitoring services or other credit protection services to each affected data subject . Such services must be redeemed by the data subject within 12 months of the data subject first being offered such services.
Data subject	Any natural person who is the subject of personal data .
Defence costs	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim , but not including any overhead costs, general business expenses, salaries or wages incurred by you or any other person or entity entitled to coverage under this section.
Employee	Any individual performing employment duties solely on your behalf in the ordinary course of your business and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform such duties. You and your independent contractors will not be treated as employees under this section.
Hacker	Anyone, including an employee of yours , who maliciously targets you and gains unauthorised access to or unauthorised use of your computer system or data held electronically by you or on your behalf, solely by circumventing electronically the security systems in place to protect against such unauthorised access or unauthorised use.
Illegal threat	Any threat from a third-party to: <ol style="list-style-type: none">a. damage, destroy or corrupt your computer system, programmes or data you hold electronically, or any programmes or data for which you are responsible, including by specifically introducing a virus; orb. disseminate, divulge or use any electronically held commercial information which:<ol style="list-style-type: none">i. you are responsible for;



Cyber and data Policy wording

- ii. is not in the public domain; and
- iii. will cause commercial harm if made public;

following any unauthorised external electronic access by that third-party.

Income	The total income from your business .
Increased costs of working	The reasonable and necessary costs and expenses incurred by you for the sole purpose of minimising the reduction in income from your business during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period, in months, beginning at the date the interruption to your business commences and lasting for the period during which your income is affected as a result of such interruption, but for no longer than the number of months shown in the schedule.
Loss	Any financial harm caused to your business .
PCI charges	Any charges, fines, penalties, levies, costs, expenses, assessments, contractual damages or imposition of liabilities of any nature arising as a direct result of your failure to comply with PCI DSS due to a breach , including any sums in relation to card reissuance or fraudulent transactions.
PCI DSS	Payment Card Industry Data Security Standard.
Personal data	Any non-public individually identifiable information about a data subject , including but not limited to such information protected by the Data Protection Act 1998 or any similar or successor legislation.
Privacy forensic costs	Following a claim under What is covered, Claims against you , Privacy protection, the reasonable and necessary costs incurred by you with our prior written consent for forensic services conducted by outside forensic experts to defend a claim .
Privacy investigation	Any official examination, official enquiry or official investigation brought against you based on the same allegations as a claim under What is covered, Claims against you , Privacy protection a. i., ii., or iv., conducted by any regulator, government department or other body legally empowered.
Privacy investigation costs	All reasonable and necessary lawyers' and experts' fees and legal costs, including privacy forensic costs , incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a privacy investigation , but not including any overhead costs, general business expenses, salaries or wages incurred by you or any other person or entity entitled to coverage under this section.
Regulatory award	Following a privacy investigation , any civil or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages, including but not limited to those imposed by any national, federal, state or local governmental body or any licensing organisation, if insurable in the jurisdiction where such award was first ordered, but not including PCI charges .
Retroactive date	The date stated as the retroactive date in the schedule. For any subsidiary , the retroactive date shall mean the later of the retroactive date shown in the schedule and the date you first took control of such entity, unless otherwise agreed by us in writing.
Subsidiary	An entity that has been identified in your proposal for this policy and of which you own more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the period of insurance .
Time excess	The period shown in the schedule as the time excess, being the period immediately following an interruption during which no cover is provided under What is covered, Your own losses , Cyber business interruption.
You/your	Also includes: <ul style="list-style-type: none">1. any person who was, is or during the period of insurance becomes your partner, director, trustee, in-house counsel or senior manager in actual control of your operations;2. any subsidiary.

What is covered

Your own losses

1. Breach costs

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date**, **you** discover or suspect a **breach** has occurred, **we** will pay all reasonable and necessary:

- a. **breach forensic costs**;
 - b. outside legal fees **you** incur in managing **your** response to the **breach**;
 - c. costs **you** incur to notify each affected **data subject** of the **breach**;
 - d. costs **you** incur to notify any regulatory body, including the Information Commissioner's Office, of the **breach** where **you** are required by any law or regulation to do so;
 - e. costs **you** incur to use a third-party call centre to answer enquiries from affected **data subjects** following notification of the **breach** to such **data subjects**; and
 - f. **credit monitoring costs**;
- incurred with **our** prior written agreement.

Breach by suppliers

We will indemnify **you** against any **loss** falling within the scope of **What is covered**, **Your own losses**, **Breach costs**, which arises as a result of any **breach** caused by a supplier of **yours**.

2. Cyber business interruption

We will insure **you** for **your** loss of **income**, including where caused by damage to **your** reputation, and any **increased costs of working**, resulting solely and directly from an interruption to **your business** commencing during the **period of insurance** and lasting longer than the **time excess**, due to:

- a. the activities of a third-party who specifically targets **you** alone by maliciously blocking electronically the access to **your computer system**, **programmes** or data **you** hold electronically; or
- b. a **hacker** who specifically targets **you** alone.

3. Hacker damage

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date**, **you** discover a **loss** caused by a **hacker**:

- a. damaging, destroying, altering, corrupting, or misusing **your computer system**, **programmes** or data **you** hold electronically, or any **programmes** or data for which **you** are responsible; or
- b. copying or stealing any **programme** or data **you** hold electronically or for which **you** are responsible;

we will pay all the reasonable and necessary expenses incurred with **our** prior written consent in replacing or repairing **your computer system**, **programmes** or data **you** hold electronically to the same standard and with the same contents before it was damaged, destroyed, altered, corrupted, copied, stolen or misused.

4. Cyber extortion

If during the **period of insurance**, and in the course of **your business** or **advertising**, **you** receive an **illegal threat**, **we** will pay the cost of any ransom demand from the third-party or, if the demand is for goods or services, their market value at the time of the surrender, provided that **you** can demonstrate to **us** that:

- a. the ransom was paid, or the goods or services were surrendered, under duress;
- b. before agreeing to the payment of the ransom or the surrender of goods or services, **you** made all reasonable efforts to determine that the **illegal threat** was genuine and not a hoax; and
- c. an individual within the definition of **you** agreed to the payment of the ransom or the surrender of the goods or services.

We will also pay:

1. the fees of **our** appointed consultant, incurred by **you** with **our** prior written consent, for advising **you** on the handling and negotiation of the ransom demand; and
2. the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.

Claims against you

5. Privacy protection

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date** within the **geographical limits**:

- a. any party brings a **claim** against **you** for **your** actual or alleged:
 - i. breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for **personal data**;
 - ii. breach of duty to maintain the security or confidentiality of **personal data**;
 - iii. breach of any duty of confidence, including in respect of any commercial information; or
 - iv. breach of any contractual duty to maintain the security or confidentiality of **personal data**, including under a payment card processing agreement with any bank or payment processor or under **your** public facing privacy policy; or
- b. **you** are the subject of a **privacy investigation**;

we will pay:

1. the amount agreed by **you** and **us** through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a **claim** or the amount to satisfy a judgment or arbitration award against **you**;
2. any **regulatory award**;
3. **PCI charges**; and
4. **privacy forensic costs, privacy investigation costs and defence costs**.

6. Media liability

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date** within the **geographical limits**, any party brings a **claim** against **you** for any actual or alleged:

- a. infringement of any intellectual property rights;
- b. defamation, including libel, slander, trade libel, product disparagement or malicious falsehood; or
- c. negligent transmission of a **virus**;

which directly arises from the content of **your** email, intranet, extranet or website, including alterations or additions made by a **hacker**, **we** will indemnify **you** against the amount agreed by **you** and **us** through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a **claim** or the amount to satisfy a judgment or arbitration award against **you**, including any judgment or award ordering **you** to pay claimants' lawyers' fees and costs.

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

What is not covered

A. **We** will not make any payment for any **claim** or part of a **claim** (including **defence costs**) or any **loss, breach, privacy investigation, illegal threat** or interruption directly or indirectly due to:

Breach of professional duty

1. any **claim** under **What is covered, Claims against you**, Privacy protection made by any individual or entity to whom or which **you** have provided professional advice or services.

Failure by service providers

2. any failure or interruption of service provided by an internet service provider, telecommunications provider, **cloud provider** but not including the hosting of hardware and software that **you** own, or other utility provider.

This exclusion does not apply:

- a. where **you** provide such services as part of **your business**;
- b. to **What is covered, Your own losses**, Breach costs, Breach by suppliers.

Intellectual property

3. any actual or alleged loss, theft or infringement of intellectual property. However, this does not apply to any **claim** under **What is covered, Claims against you**, Media liability.

Patent or trade secret

4. any actual or alleged infringement, use, misappropriation or disclosure of a patent or
-

Hack by director or partner	5.	trade secret. any individual hacker within the definition of you .
Destruction of tangible property	6.	any loss, theft, damage, destruction or loss of use of any tangible property. However, this exclusion does not apply to data.
Bodily injury	7.	any death or bodily injury or disease suffered or alleged to be suffered by anyone. However, this exclusion does not apply to any portion of a claim seeking damages for mental anguish or distress where such damages solely stem from a covered claim for defamation or breach of privacy.
Seizure and confiscation	8.	any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority, or any order by such authority to take down, deactivate or block access to your computer system .
War, terrorism and nuclear risks	9.	war, terrorism or nuclear risks .
Defamatory statements	10.	any statement you knew, or ought reasonably to have known, was defamatory at the time of publication.
Insolvency	11.	your insolvency or the insolvency of your suppliers or sub-contractors.
Pre-existing problems	12.	any matter that prior to the first date of the period of insurance you knew or reasonably ought to have known would be likely to lead to a claim, loss, breach, privacy investigation, illegal threat or interruption.
Dishonest and criminal acts	13.	any fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business, or any knowing or wilful violation of a law, whether committed by you or committed by another whose conduct or violation of the law you have ratified or actively condoned or any act you knew, or reasonably ought to have known at the time you performed it, would give rise to a claim, loss, breach, privacy investigation, illegal threat or interruption to your business . However, this exclusion will not apply unless: <ol style="list-style-type: none"> a. such conduct, wilful violation of the law or act has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding; or b. such conduct, wilful violation of the law or act has been established by your admission in a proceeding or otherwise; or c. you or we discover evidence of such conduct, wilful violation of the law or act; at which time you shall reimburse us for all payments made by us in connection with such conduct, wilful violation of the law or act and all of our duties in respect of that entire claim, loss, breach, privacy investigation, illegal threat or interruption shall cease.
Reckless conduct	14.	any conduct committed by you in reckless disregard of another person's or business' rights, but not in respect of a covered claim for defamation. B. We will not make any payment for:
Claims brought by a related party	1.	any claim brought by any person or entity within the definition of you or any party with a financial, executive or managerial interest in you , including any parent company or any party in which you have a financial, executive or managerial interest. However, this does not apply to a claim based on a liability to an independent third-party directly arising out of your business .
Media liability claims by employees	2.	any claim under What is covered, Claims against you , Media liability made by any person or entity that you currently employ or formerly employed, including but not limited to employees, freelancers, and independent contractors .
Fines, penalties and sanctions	3.	criminal, civil or regulatory sanctions, fines, penalties, disgorgement of profits, punitive damages, exemplary damages, treble damages or multiple damages which you are legally obliged to pay, including but not limited to those imposed by any national or local governmental body or any licensing organisation.

	<p>However, this does not apply to:</p> <ol style="list-style-type: none"> a. PCI charges; or b. regulatory awards if insurable in the jurisdiction where such award was first ordered.
Claims outside the applicable courts	<p>4. any claim brought outside the applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Credit monitoring costs	<p>5. credit monitoring costs unless:</p> <ol style="list-style-type: none"> a. arising from a breach of a data subject's National Insurance number, driver's licence number or other government issued identification number that can be used, in combination with other information, to open a new financial account; or b. you are required by any law or regulation to provide credit monitoring or credit protection services.
Non-specific privacy investigations	<p>6. any privacy investigation arising from any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of your industry which is not solely related to an alleged breach of privacy by you.</p>

How much we will pay

We will pay up to the overall limit of indemnity shown in the schedule for the total of all **claims, losses, breaches, privacy investigations, illegal threats** and interruptions, including all **defence costs, privacy forensic costs, privacy investigation costs** and **credit monitoring costs**, unless limited below or otherwise in the schedule. **You** must pay the relevant **excess** shown in the schedule.

In the event of more than one **claim, loss, breach, privacy investigation, illegal threat** or interruption arising from the same original cause or a single source, **you** will only be liable to pay one **excess**, being the highest applicable **excess** shown on the schedule.

Any amounts to be paid by **us** shall not include or be calculated based on any of **your** overhead expenses, **your** liability for debt, taxes, lost costs or profits, salaries or wages ordinarily incurred in the performance of **your business**, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving **your** security or performing audits.

Cyber business interruption

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

You must bear the **time excess** in respect of each covered interruption.

Special limits

Regulatory awards

The most **we** will pay for the total of all **regulatory awards** is the amount shown in the schedule. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

PCI charges

The most **we** will pay for the total of all **PCI charges** is the amount shown in the schedule. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

Control of defence

Defence arrangements

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any **claim** or **privacy investigation**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim** or **privacy investigation**. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

We will not pay any **defence costs, privacy investigation costs, privacy forensic costs** or **credit monitoring costs** for any part of any **claim** or **privacy investigation** not covered by

Paying out the limit of indemnity

this section.

At any stage of a **claim, loss, breach, privacy investigation, illegal threat** or interruption, **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs, privacy forensic costs, privacy investigation costs** and **credit monitoring costs** already incurred at the date of **our** payment. **We** will then have no further liability for that **claim, loss, breach, privacy investigation, illegal threat** or interruption, including any **defence costs, privacy forensic costs, privacy investigation costs** or **credit monitoring costs**.

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly within the **period of insurance**, or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry, of **your** first awareness of:
 - a. any **claim, loss, breach, privacy investigation, illegal threat** or interruption; or
 - b. anything which is likely to give rise to a **claim, loss, breach, privacy investigation, illegal threat** or interruption.

If **we** accept **your** notification **we** will regard any subsequent **claim, loss, breach, privacy investigation** or interruption as notified to this insurance.

2. unless **you**:
 - a. inform, or allow **us** to inform, the appropriate law enforcement authorities where any **illegal threat** was made; and
 - b. keep **us** fully informed of all developments concerning any **illegal threat** or ransom demand.
3. if, when dealing with any client or 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.
4. if **you** fail to ensure that **our** rights of recovery against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts.