

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.

Portables

Regularly taking your electronic and specialist equipment outside the office means it's much more likely to get lost, dropped or stolen.

This covers your laptop, mobile, tablet etc for accidental loss, accidental damage, malicious damage and theft.

Business interruption insurance

Covers the costs and expenses (including lost revenue) you'd incur if you couldn't work in your usual place due to fire, theft or an event not in your control (like bad weather).

Legal expenses

This covers the cost of defending your company's legal rights in commercial disputes not related to your work.

As well as covering your legal costs, you get access to a 24 hour helpline for advice on commercial law and other business matters.

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





Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

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

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

Our promise to you

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

Steve Langan
Managing Director, Hiscox UK

Complaints procedure

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

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL

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

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

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Asbestos risks	<ol style="list-style-type: none">The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orexposure to asbestos, asbestos fibres or materials containing asbestos; orthe provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
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">Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Programme	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none">is committed for political, religious, ideological or similar purposes; andis intended to influence any government or to put the public, or any section of the public, in fear; and<ol style="list-style-type: none">involves violence against one or more persons; orinvolves damage to property; orendangers life other than that of the person committing the action; orcreates a risk to health or safety of the public or a section of the public; oris 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 the following terms and conditions all apply to this section.

Special definitions for this section

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

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your business activity within the geographical limits for clients, any party brings a claim against you for:</p> <ol style="list-style-type: none">negligence or breach of a duty of care,negligent misstatement or negligent misrepresentation,infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off,defamation,dishonesty of your individual partners, directors, employees or self-employed freelancers directly contracted to you and under your supervision, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>We will pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Avoiding a potential claim against you	<p>If your client has reasonable grounds for being dissatisfied with the work you have done, refuses to pay for any or all of it, including amounts you legally owe to sub-contractors at the date of the refusal, and threatens to bring a claim against you for more than the amount owed, it may be possible to settle the dispute with the client by your agreeing not to press for the disputed amount. If so, we will pay you the amount owed to you at that time if we believe that this will avoid a legitimate claim for a greater amount and we have given our prior written approval to settling in this way and for this amount.</p> <p>Alternatively, if it is not possible to reach agreement with the client on this basis but we still believe that by not pressing for the disputed amount you will avoid a legitimate claim or counterclaim for a greater amount, we will pay the amount owed to you at that time. If a claim is still brought, we will deal with it but our total payment, including what we have already paid you or on your behalf, will not exceed the applicable limit of indemnity shown in the schedule. You must return the amount we have paid if you eventually recover the debt less your reasonable expenses.</p> <p>Once we agree to make this payment you will assign to us such rights as you have in relation to the amounts owed to you.</p> <p>We 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 period of insurance any document, information or data of yours which is necessary for the performance of your business activity is lost, damaged or destroyed while in your possession, we will cover you against the cost of restoring or replacing it.</p>

What is not covered

Matters specific to your business	<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">any investment of, or direct advice on the investment of, client funds.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.
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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. your 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.

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.

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

Special definitions for this section

Technical equipment

The equipment used in connection with the **business** which belong to **you** or for which **you** are legally responsible, including:

- a. cameras and ancillary equipment;
- b. PA, sound and lighting equipment;
- c. portable electrical equipment;
- d. mechanical effects equipment;
- e. grip equipment;
- f. props, sets and wardrobes;
- g. editing and recording equipment;
- h. broadcast equipment.

What is covered

We will insure **your** items stated on the schedule against **damage** occurring during the **period of insurance** to **technical equipment**:

- a. contained in **your premises**;
- b. hired out within the **geographical limits** stated;
- c. being used by **you** on location, and in transit to and from **your** premises to a location, within the **geographical limits**.

Additional cover

We will also pay for the following where stated on the schedule:

Fraudulent hire

1. Theft of **your** hired out **technical equipment** through deception. **We** will not make any payment unless **you** have:
 - i. obtained and verified at least 2 trade references for each hirer;
 - ii. have a copy of the hirer's letterhead and a copy of at least 2 utility bills for the hirer relating to the same premises;
 - iii. retained a copy of the credit card details of the hiring company;
 - iv. only allowed the actual hiring company to collect the hire items and upon collection have copied identification of the hirer and have taken a photograph of the hirer.

Continuing hire charges

2. Loss of hiring charges for which **you** are responsible under Conditions of Hire arising directly from damage to **technical equipment** insured under this section.

Loss of hire fees

3. Following damage to **your technical equipment** insured under this section **we** will pay for loss of hire fees arising from the **damage** until the **technical equipment** is replaced or for six months whichever is the least time.

Reshoot or re-compilation costs

4. Any extra expenditure incurred by **you** in completing a production over and above the production cost which but for the happening of **damage** to any film, negatives or artwork or computer breakdown insured on the schedule would have been incurred in completing the production.

However **we** will not pay for:

- a. errors of judgement in exposure, lighting or sound recording or from the use of incorrect type of camera lens, raw film or tape stock;
- b. delay, confiscation or detention by customs or government officials;
- c. abandonment;

Technical equipment: Property - contents

Policy wording

- d. breakdown of computers or ancillary equipment unless they are subject to a maintenance contract providing free parts and labour in the event of breakdown should the equipment be more than 5 years old;
- e. reconstitution of electronic data unless **you** take all reasonable steps to make back-up copies of all such data at least every 2 days and keep the copies away from the **premises**.

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. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by storm or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an unattended vehicle unless the item is out of sight in a locked boot or trailer and if left overnight is in a secured compound;
 - f. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **premises** is occupied and in use;
 - g. **date recognition**;
 - h. any computer **virus**.
2. **damage** to property being cleaned, worked on or maintained.
3. loss or distortion of information resulting from computer error or malfunction.
4. the value to **you** of any lost or distorted information.
5. **damage** to any electrical or mechanical plant or equipment directly resulting from its own breakdown, explosion or collapse.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. loss by fraud or dishonesty of any partner, director or employee of **yours**.
10. consequential or financial losses of any kind other than continuing hire charges and loss of hiring fees up to the limit stated on the schedule.
11. pollution or contamination except **damage** to insured property which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured **damage** covered under this section, or
 - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
12.
 - 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.
13. **war, confiscation and nuclear risks**.
14. the amount of the **excess**.

How much we will pay

Repair and replacement	<p>We will pay up to the amount insured shown in the schedule unless limited below.</p> <p>At our option we will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none">1. for own technical equipment, the cost of repair or replacement as new;2. for hired in technical equipment, the contractual value as specified in a standard hire contract or the market value whichever is less
Under insurance	<p>If, at the time of damage, the amount insured is less than 85% of the total value of the contents, the amount we pay will be reduced in the same proportion as the under insurance.</p>
Pair and sets	<p>If any technical equipment that has an increased value because it forms part of a set is damaged any payment we make will take account of the increased value.</p>
Other interests	<p>Any payment will take into account the interest of any party having an insurable interest in the technical equipment insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.</p>

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you notify us promptly of any damage which might be covered. If you think a crime has been committed, you must also report it to the police.</p> <p>In the case of the loss or theft of any technical equipment while it is temporarily removed from the premises, we will not make any payment unless you report the loss to the police within 48 hours after you become aware of it.</p> <p>You should arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.</p>
Hiring in equipment	<p>When hiring in technical equipment you will complete and record an inventory check and inspect all equipment for damage prior to acceptance and agree a schedule of any damage with the hire company before taking charge of the equipment. Upon returning the equipment to the hire company you will only return the equipment to persons authorised within the hire company to accept the return of equipment.</p>
Security	<p>We will not make any payment under this section unless you ensure that all fire alarms, security systems and physical protections notified to us are in full operation whenever the premises are left unattended. You must also advise us as soon as reasonably possible if for any reason a system is not working properly. We may then change the terms and conditions of this policy. All systems must be regularly serviced under contract by a reputable company at least annually.</p>
Unoccupancy	<p>You must tell us immediately if the premises will be left unoccupied or will not be used for more than 30 consecutive days. If you do not, we will not make any payment for damage occurring while the premises are unoccupied.</p>

Special definitions for all property sections

Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Business premises	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.
Damage	Accidental physical loss or physical damage.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or subsidence and any ensuing tsunami.
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
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.
Office	The office 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. The office includes any outbuildings and annexes you occupy on the same premises.
Property	Tangible property.
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.
Venue	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.

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.

Special definitions for this section

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

What is covered	We will insure you for your financial losses and any other items specified in the schedule, resulting solely and directly from an interruption to your business caused by:
Financial losses from insured damage	1. insured damage to property: <ol style="list-style-type: none"> a. insured under any Property section of this policy, other than Equipment breakdown; or b. insured elsewhere, but not under this policy, provided the damage occurred whilst the property was contained in the office;
Denial of access	2. insured damage to property in the vicinity of the office which prevents or hinders your access to the office ;
Suppliers	3. insured damage , other than damage caused by flood or earth movement , arising at the premises of one of your suppliers operating and based in the European Union, other than water, gas, electricity or telecommunications services;
Public utilities	4. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union to the office for more than 24 consecutive hours caused by insured damage , other than damage caused by flood or earth movement , to any land based premises of the supply authority or the terminal feed to your office or business premises or to underground pipes or underground cables conveying such services from the supply authority to your premises;
Public authority	5. your inability to use the office due to restrictions imposed by a public authority during the period of insurance following: <ol style="list-style-type: none"> a. a murder or suicide; b. an occurrence of a notifiable human disease; c. injury or illness of any person traceable to food or drink consumed on the premises; d. defects in the drains or other sanitary arrangements; e. vermin or pests at the premises.
Equipment breakdown	6. insured failure .
What is not covered	<ol style="list-style-type: none"> 1. We will not make any payment for any interruption to your business directly or indirectly caused by, resulting from or in connection with terrorism. 2. We will not make any payment under this section if your business is discontinued permanently or if a liquidator or receiver is appointed.
How much we will pay	<p>We will pay up to the amount insured unless limited below or shown in the schedule. We will pay for no longer than the period shown in the schedule against each item insured.</p> <p>If you are accountable to the tax authorities for Value Added Tax, the amount we pay will be exclusive of such tax.</p> <p>The amount we pay for each item will be calculated as follows:</p>
Loss of income	<p>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 loss, 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 and alternative hire costs;</p>
Loss of gross profit	<p>the sum produced by applying the rate of gross profit to any reduction in income during the indemnity period plus increased costs of working and alternative hire costs, less any business expenses or charges which cease or are reduced;</p>
Outstanding debts	<p>any of your outstanding debts which you are unable to recover following loss of your accounting records as a direct result of insured damage or insured failure.</p>

Property - Business interruption (Office)

Policy wording

Accountant's charges	The amount we will pay for loss of income , or loss of gross profit if applicable, includes the reasonable charges you pay to your professional accountant for producing information we require in support of a request for settlement under this section.
Under insurance	If the annualised amount insured is less than 85% of your actual income , or your actual gross profit if applicable, during the 12 months immediately preceding the date of the insured damage, insured failure or restriction, the amount we pay will be reduced in the same proportion as the under insurance.
Business trends	The amount we pay for loss of income or loss of gross profit will be amended to reflect any special circumstances or business trends affecting your business , 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 insured damage, insured failure or restriction had not occurred.

Your obligations

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

Commercial legal protection

Policy wording

This section is provided by DAS Legal Expenses Insurance Company Limited, which is authorised and regulated by the Financial Services Authority.

DAS will always try to give **you** a quality service. If **you** think **DAS** have let you down, please write to the Customer Relations Department at the head office address. Or **you** can phone **DAS** on 0117 934 0066 or email customerrelations@das.co.uk. Details of **DAS'** internal complaint handling procedures are available on request.

Head and Registered office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England. Registered in England and Wales, number 103274.

To make sure that **you** get the most from **your** cover, please take time to read this section which explains the contract between **you** and **DAS**. **Please take extra care in following the procedures under Employment compensation awards cover (insured incident 1 b.)**

It will help if **you** keep the following points in mind:

- a. Once **you** have sent **DAS** the details of **your** claim and **DAS** have accepted it, **DAS** will start to resolve **your** legal problem.
- b. Always report **your** claim to **DAS** in writing and as soon as possible. **DAS** can send **you** a claim form to help **you** do this.

DAS normally deal with claims through their Legal Claims Centre but sometimes **DAS** use appointed lawyers.

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

Send your claim to	Legal Claims Centre, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England.
If you need help from DAS	You can phone DAS any time on 0117 933 0626 for advice on any commercial legal or tax problem affecting your business. If you require a claim form you can phone DAS on 0117 933 0626.
When DAS cannot help	Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do, DAS will not pay the costs involved.
Cover	<p>This section will cover the insured person in respect of any insured incident arising in connection with the business shown in the policy schedule if the premium has been paid.</p> <p>DAS agree to provide the insurance in this section in accordance with the operative covers shown in the policy schedule as long as:</p> <ol style="list-style-type: none">a. the date of occurrence of the insured incident happens during the period of insurance and within the territorial limit; andb. any legal proceedings will be dealt with by a court, or other body which DAS agree to, in the territorial limit; andc. in civil claims it is always more likely than not that an insured person will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence. <p>For all insured incidents, DAS will help in appealing or defending an appeal as long as the insured person tells DAS within the time limits allowed that they want DAS to appeal. Before DAS pay any costs and expenses for appeals, DAS must agree that it is always more likely than not that the appeal will be successful.</p> <p>If an appointed representative is used, DAS will pay the costs and expenses incurred for this.</p> <p>DAS will pay compensation awards that DAS have agreed to.</p> <p>The most DAS will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.</p>

Special definitions for this section

DAS	DAS Legal Expenses Insurance Company Limited.
The policyholder	The insured named in the policy schedule.
Insured person	The policyholder and the policyholder's directors, partners, managers, employees and any other individuals declared to us by the policyholder .
Appointed representative	The lawyer, accountant or other suitably qualified person, who has been appointed to act for an insured person in accordance with the terms of this section.
Full enquiry	An extensive examination by the HM Revenue & Customs which considers all aspects of the policyholder's tax affairs, excluding those enquiries which are limited to one or more specific aspects of the policyholder's self assessment and/or corporation tax return.
Aspect enquiry	An examination by the HM Revenue & Customs which considers one or more specific aspects of the policyholder's self assessment and/or corporation tax return.
Date of occurrence	<ol style="list-style-type: none"> 1. For civil cases (other than under insured incident - 4 Tax protection), the date of occurrence is when the cause of action first accrued. 2. For criminal cases, the date of occurrence is when the insured person commenced or is alleged to have commenced to violate the criminal law in question. 3. For full enquiries or aspect enquiries, the date of occurrence is when the HM Revenue & Customs first notifies in writing the intention to make enquiries. For Employers' Compliance and Value Added Tax disputes, the date of occurrence is when the relevant authority sends an assessment or written decision to the policyholder.
Costs and expenses	
Legal costs	<p>All reasonable and necessary costs chargeable by the appointed representative on a standard basis.</p> <p>Also the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with the agreement of DAS.</p>
Accountant's costs	A reasonable amount in respect of all costs reasonably incurred by the appointed representative .
Attendance expenses	<p>The insured person's salary or wages for the time that the insured person is off work to attend any arbitration, court or tribunal hearing at the request of the appointed representative or while attending jury service. DAS will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for.</p> <p>The amount DAS will pay is based on the following:</p> <ol style="list-style-type: none"> a. the time the insured person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours; b. if the insured person works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages; c. if the insured person works part-time, the salary or wages will be a proportion of the insured person's weekly salary or wages.
Territorial limit	<p>For insured incidents 2 Legal Defence (excluding 2.4), and 3 b. Bodily Injury The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>For all other insured incidents The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and any other extension agreed with DAS.</p>

Insured incidents we will cover**1. Employment disputes and compensation awards**

a. Employment disputes

DAS will defend **the policyholder's** legal rights:

1. prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
3. in legal proceedings in respect of any dispute with:
 - a. an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**; or
 - b. an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

1. Any claim in respect of damages for personal injury or loss of or damage to property.
2. Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005 and any amending legislation.

b. Compensation awards

DAS will pay:

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **DAS** have accepted under **insured incident** 1.a.

Provided that:

1. In cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
 - a. followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory, Conciliation and Arbitration Service; or
 - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - c. sought and followed advice from the **DAS** legal advice service.
2. For an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
3. For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** Legal Claims Centre prior to serving notice of redundancy.
4. The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
5. The total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

Commercial legal protection

Policy wording

What is not covered

1. Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage laws.
4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

c. Service occupancy

DAS will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which **the policyholder** is responsible.

What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

2. Legal defence

At **the policyholder's** request:

1. **DAS** will defend the **insured person's** legal rights
 - a. prior to the issue of legal proceedings when dealing with the
 - Police
 - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer
 where it is alleged that the **insured person** has or may have committed a criminal offence; or
 - b. following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - c. if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
2. **DAS** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
3. **DAS** will defend the **insured person's** (other than **the policyholder**) legal rights if:
 - a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
 - b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
4. **DAS** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the policyholder's** business.
5. **DAS** will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.
6. **DAS** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that:

Commercial legal protection

Policy wording

1. In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the Act applies.
2. At the time of the **insured incident**, **the policyholder** has registered with the Information Commissioner in respect of **insured incident 1 c**.

What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3. Property protection and bodily injury

a. Property protection

DAS will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

1. any event which causes or could cause physical damage to such material property; or
2. any nuisance or trespass.

What is not covered

Any claim relating to the following:

1. a contract entered into by **the policyholder**;
2. goods in transit or goods lent or hired out;
3. goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;
4. mining subsidence;
5. defending **the policyholder's** legal rights other than in defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

b. Bodily injury

At **the policyholder's** request, **DAS** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
3. a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

4. Tax protection

a. Full or aspect enquiries

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry** and **any subsequent appeal proceedings**.

b. Employers' compliance

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

c. VAT disputes

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that:

Commercial legal protection

Policy wording

1. For all **insured incidents**, the **policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
2. **DAS** will not pay more than £2,000 for **aspect enquiries**.

What is not covered

1. In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim.
2. Any **insured incident** arising from a tax avoidance scheme.
3. Any **insured incident** caused by the failure of **the policyholder** to register for Value Added Tax.
4. Any **insured incident** arising from any investigation or enquiries undertaken by the HM Revenue & Customs Special Investigation Section or Special Compliance Office.
5. Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

What is not covered by this section

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1 b. Compensation Awards** and **2 Legal Defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
6. Any **insured incident** deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under Condition 7.
8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
9. Judicial review.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.

Conditions which apply to the whole section

1. An **insured person** must:
 - a. keep to the terms and conditions of this section;
 - b. notify **DAS** immediately of any alteration which may materially affect their assessment of the risk;
 - c. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
 - d. try to prevent anything happening that may cause a claim;
 - e. send everything **DAS** ask for, in writing;
 - f. give **DAS** full details of any claim as soon as possible and give **DAS** any information they need.
2. a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.
DAS can negotiate any claim on behalf of an **insured person**.

Commercial legal protection

Policy wording

- b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
 - (i) **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - (ii) there is a conflict of interest
 - c. Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**.
 - d. An **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS'** standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **DAS** at all times.
 - e. **DAS** will have direct contact with the **appointed representative**.
 - f. An **insured person** must co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim.
 - g. An **insured person** must give the **appointed representative** any instructions that **DAS** require.
3.
 - a. An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
 - b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
 - c. **DAS** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
 4.
 - a. If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
 - b. An **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
 5. If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agree to appoint another **appointed representative**.
 6. If an **insured person** settles a claim or withdraws their claim without **DAS'** agreement, or does not give suitable instructions to an **appointed representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.
 7. If there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS'** internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
 8. **DAS** may at their discretion require the **policyholder** to obtain an opinion from counsel at the **policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **DAS**.
 9. This policy will be governed by English law.



Commercial legal protection

Policy wording

Helpline services

Eurolaw commercial legal advice

DAS provide these services 24 hours a day, 7 days a week during the **period of insurance**. To help **DAS** check and improve their service standards, **DAS** record all calls.

DAS will give the **policyholder** confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Commercial legal protection

Policy wording

Tax advice	<p>DAS will give the policyholder confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.</p>
Business assistance	<p>In the event of an unforeseen emergency affecting the policyholder's business premises which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on behalf of the policyholder. All costs of assistance provided are the responsibility of the policyholder.</p> <p>To contact the above services, phone us on 0117 933 0626 quoting your policy number.</p>
Counseling	<p>DAS will provide all employees (including any members of their immediate family who permanently live with them) of the policyholder with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.</p> <p>To contact the counselling helpline, phone us on 0117 934 2121</p> <p>These calls are not recorded. DAS will not accept responsibility if the Helpline Services fail for reasons DAS cannot control. Please do not phone DAS to report a general insurance claim.</p>
The employment manual	<p>The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the DAS website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for your own use. Contact DAS at marketing@das.co.uk with your e mail address, quoting your policy number and DAS will contact you by e mail to inform you of future updates to the information.</p>
DAS Businesslaw	<p>At www.dasbusinesslaw.co.uk you will find a free, online reference full of the sorts of letters, articles and forms that will help you run your business successfully. DASbusinesslaw users can also access interactive document builders, to help make composing commercial documents as easy as possible.</p> <p>From new legislation and employment issues to property law and taxation, you will find the content provided by DASbusinesslaw is updated regularly by legal experts to help you keep your business one step ahead.</p> <p>To access DASbusinesslaw, please go to www.dasbusinesslaw.co.uk and register your details. When asked for your policy number, please insert your Hiscox policy number and the password is DAS472301.</p>