

RENEWAL SCHEDULE

Policy: HU PIB 8531918 (17)



INSURANCE DETAILS

Period of Insurance:	Continuous cover from 02 August 2024 until the policy is cancelled.
Underwritten by:	Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy
General terms and conditions wording :	8657 WD-HSP-UK-UMMTC(6) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below
Property definitions wording:	8681 WD-HSP-UK-MCPD(3) Property definitions apply to the Property sections of this policy in conjunction with the specific wording detailed in each section below
Payment Method :	Payment by Monthly Direct Debit
Anniversary Date:	02 August 2024

INSURED DETAILS

Insured :	ATOM Hub Ltd
Address :	Office 312 The Base Dallam Lane Warrington WA2 7NG
Additional Insureds :	For Additional Insureds refer to the Additional Insureds Section below.
Business :	Umbrella and/or Accountancy and/or Payroll Company Providing Company Formation, Accounting, Administrative, Payroll and Training Services for Workers and the Provision of Workers to Third Parties

PREMIUM DETAILS

Annual Premium :	£ 10,043.48	Annual Tax :	£ 1,205.21	Total :	£ 11,248.69
Total Premium :	£ 10,043.48	Total Tax :	£ 1,205.21	Total :	£ 11,248.69
Monthly Premium :	£ 836.96	Tax :	£ 100.43	Total :	£ 943.64
Broker Administration Fee :	£ 75.00				

CLAIMS DETAIL

If you need to make a claim:

- For claims relating to buildings or contents please contact our claims team on : 0800 711 7156, available 8.30am – 5.30pm for household claims, 9.00am – 5.30pm for commercial claims, or contact your broker. If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at <https://claims.hiscox.co.uk/>

Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to our 24-hour emergency assistance team using the telephone number above. Your policy schedule will state if buildings, contents or travel cover is included in your policy. If cover is not held we may be able to support you on a pay and claim basis. The team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of substantial damage.

- If there is a claim (or potential claim) against you or the policyholder by a third party, you should contact your broker immediately. If this is not possible or you would prefer to contact us directly, please email us at liability.claims@hiscox.com. If you need to speak to a member of the claims team urgently, please call our team on 0800 711 7156, available 9.00am – 5.30pm for commercial claims. If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at <https://claims.hiscox.co.uk/>

You will need to provide your full name and contact details, the address and postcode where the claim has occurred, the policy reference and circumstances of the claim. For commercial claims, you will also need to provide the name of the business or organisation, and the address and postcode.

The Important information and contact details section below contains additional information specific to the covers applicable to your policy.

If you are unsure of who to contact please call our team on : 0800 711 7156, available 8.30am – 5.30pm for Household claims, 9.00am – 5.30pm for Commercial claims. They will ensure you get through to the correct claims team and let you know what actions you need to take.

PROFESSIONAL INDEMNITY FOR UMBRELLA COMPANIES

Section wording :	8667 WD-HSP-UK-UMMPI(6)
Insurer:	Hiscox Insurance Company Limited
Limit of indemnity:	£ 2,000,000
Limit applies to :	any one claim, excluding defence costs, with a single aggregate policy limit of £5,000,000 including defence costs
Excess:	£ 500
Excess Applies to :	each and every claim or loss, excluding defence costs
Geographical Limits :	Worldwide
Applicable Courts :	Worldwide excluding claims brought in USA/Canada

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

Medical Treatment £ 100,000 in the aggregate

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

Representation costs £ 2,000,000 in the aggregate or the overall limit of indemnity above, whichever is less

Business Activities

Umbrella and/or Accountancy and/or Payroll Company Providing Company Formation, Accounting, Administrative, Payroll and Training Services for Workers and the Provision of Workers to Third Parties

What is not Covered

Claims first brought in the USA / Canada are NOT covered

Endorsements

- 800.1** Retroactive date
- 8292.0** Amendment of cover: third party dishonesty

CYBER AND DATA

Section wording : 13388 WD-PIP-UK-CD(3)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 250,000
Limit applies to : in the aggregate, including all costs
Excess: £ 1,000
Excess Applies to : each and every claim, including defence costs, breach, loss or ransom demand
Geographical Limits : Worldwide
Applicable Courts : European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar

Coverage

Breach Costs	Not covered
Cyber Business Interruption	Covered
Hacker damage	Covered
Cyber extortion	Covered
Privacy protection	Covered
Media liability	Covered

Specific cover for Cyber Business Interruption (included within and not in addition to the overall limit above)

Time excess : 12 hours
Time excess applies to : each and every loss

Indemnity period: 3 months

Specific cover for Privacy protection (included within and not in addition to the overall limit above)

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

PCI charges	£ 100,000 in the aggregate or the overall limit of indemnity above, whichever is less
Regulatory awards	£ 100,000 in the aggregate or the overall limit of indemnity above, whichever is less

Endorsements

800.1 Retroactive date
1118.0 eRisk Hub
1120.0 Notification endorsement
1139.0 Amendment of cover: breach of professional duty

PUBLIC AND PRODUCTS LIABILITY

Section wording : 8693 WD-HSP-UK-UMMPL(5)
Insurer: Hiscox Insurance Company Limited

Public and products liability

Limit of indemnity: £ 5,000,000
Limit applies to : each and every claim or loss, defence costs in addition, other than for pollution or for products to which a single aggregate limit, including defence costs, applies
Excess: £ 250
Excess Applies to : each and every claim or loss for property damage only
Geographical Limits : Worldwide excluding the USA/Canada
Applicable Courts : Worldwide excluding claims brought in USA/Canada

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

Criminal proceedings costs	£ 2,000,000 in the aggregate or the overall limit of indemnity above, whichever is less
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Additional cover (in addition to the overall limit/amount insured above)

Representation costs	£ 2,000,000 in the aggregate or the overall limit of indemnity above, whichever is less
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Unauthorised use of third party telephones by your employees £ 10,000 in the aggregate

Special Excesses

Property damage arising from the use of heat £ 2,500 Each and every claim or loss

Property damage arising from safety critical rail work £ 2,500 Each and every claim or loss

Unauthorised use of third party telephones by your employees £ 250 Each and every claim or loss

Abuse and molestation

Limit of indemnity: £ 1,000,000

Limit applies to : in the aggregate, including defence costs

Excess: £ 2,500

Excess Applies to : Each and every claimant in respect of each and every claim or loss, excluding defence costs

Geographical Limits : European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar

Applicable Courts : European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar

What is not Covered

Claims first brought in the USA or Canada are NOT covered

Endorsements

6124.0 Abuse or molestation retroactive date

EMPLOYERS LIABILITY

Section wording : 8692 WD-HSP-UK-UMMEL(5)

Insurer: Hiscox Insurance Company Limited

Limit of indemnity: £ 10,000,000

Limit applies to : all claims, losses and defence costs which arise from the same incident or event

Geographical Limits : Worldwide

Applicable Courts : England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

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

Criminal proceedings costs £ 2,000,000 in the aggregate

Terrorism £ 5,000,000 all claims, losses and defence costs which arise from the same incident or event



Policy: HU PIB 8531918 (17)

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

Representation costs

£ 2,000,000 in the aggregate

PROPERTY - CONTENTS

Section wording : 8674 WD-HSP-UK-MCC(5)
Insurer: Hiscox Insurance Company Limited
Premises: Office 312 The Base
 Dallam Lane
 Warrington
 WA2 7NG

Item Description	Excess	Amount insured
General contents	£ 250	£ 1,000
Computer & ancillary equipment	£ 250	£ 0

Amount insured: £ 1,000
Excess: £ 250
Excess Applies to : each and every loss

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

Computer breakdown £ 50,000 in total across all property sections

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

Glass £ 10,000 each and every incident of loss
 Costs following glass breakage £ 10,000 in total across all property sections
 Additions to contents £ 10,000 or 10% of the amount insured for contents, whichever is greater, each and every incident of loss
 Money in the insured premises while open for operation or in a locked safe £ 5,000 each and every incident of loss
 Money in the insured premises while not open for operation and not in a locked safe £ 2,500 each and every incident of loss
 Money: at any employee's home £ 2,500 each and every incident of loss
 Money: in transit within the United Kingdom £ 2,500 each and every incident of loss
 Money: at any other location within the United Kingdom £ 1,000 each and every incident of loss
 Money - non-negotiable instruments £ 1,000,000 each and every incident of loss
 Identity fraud £ 10,000 in total across all property sections
 Personal effects £ 5,000 each and every incident of loss
 Employees' cycles £ 10,000 each and every incident of loss
 Reconstitution of electronic data £ 25,000 in total across all property sections
 Reconstitution of documents £ 10,000 in total across all property sections
 Lock replacement £ 10,000 each and every incident of loss

Building damaged by theft	£ 10,000 each and every incident of loss
Personal assault following robbery: death	£ 10,000 per person
Personal assault following robbery: total loss, or permanent and total loss of use, of one or more limbs	£ 10,000 per person
Personal assault following robbery: total and irrecoverable loss of sight in one or both eyes	£ 10,000 per person
Personal assault following robbery: disablement which totally prevents the injured person from carrying out all parts of their usual occupation	£ 100 per week up to a maximum of 104 weeks
Metered water and fuel	£ 5,000 each and every incident of loss
Unauthorised use of utilities	£ 5,000 in total across all property sections
Accidental discharge of gas system	£ 10,000 each and every incident of loss
Extinguisher and alarm resetting expenses	£ 10,000 each and every incident of loss
Loss prevention costs	£ 10,000 each and every incident of loss
Removal of debris	£ 25,000 each and every incident of loss
Defective title: art and collections	£ 10,000 each and every incident of loss
Outdoor items	£ 10,000 each and every incident of loss
Refrigerated stock	£ 5,000 each and every incident of loss
Continuing hire charges	£ 10,000 in total across all property sections
Crime	£ 25,000 in total across all property sections
Contents temporarily away from the premises	£ 25,000 or 10% of the amount insured for contents, whichever is greater, in total across all property sections

Endorsements

6627.0 Removal of cover: non forcible or violent theft

PROPERTY - AWAY AND IN TRANSIT

Section wording : 19283 WD-HSP-UK-MCPR(3)
Insurer: Hiscox Insurance Company Limited

Item Description	Excess	Amount insured
Insured property anywhere in the United Kingdom, including while in transit	£ 100	£ 5,000

Amount insured: £ 5,000
Excess: £ 100
Excess Applies to : each and every loss

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

Computer breakdown £ 50,000 in total across all property sections

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

Reconstitution of electronic data £ 25,000 in total across all property sections
 Reconstitution of documents £ 10,000 in total across all property sections
 Alternative hire costs £ 10,000 in total across all property sections
 Continuing hire charges £ 10,000 in total across all property sections
 Alternative vehicle costs £ 10,000 in total across all property sections
 Reloading fallen property £ 10,000 in total across all property sections
 Loss prevention costs £ 10,000 each and every incident of loss
 Removal of debris £ 10,000 each and every incident of loss
 Additions to insured property £ 10,000 each and every incident of loss

CRISIS CONTAINMENT

Section wording : 9809 WD-PIP-UK-CRI(2)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 25,000
Limit applies to : per crisis and in the aggregate
Geographical Limits : The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland

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

Outside working hours discretionary crisis mitigation costs £ 2,000

Endorsements

9003.0 Crisis containment provider: Hill & Knowlton

BUSINESSHR

Section wording : 7122 WD-PIP-UK-BHR(5)
Description: BusinessHR provides an interactive website that gives you access to a variety of legally compliant HR documents for your business needs, along with extensive advice on handling all aspects of employment from recruitment to retirement. At an additional cost you can contact BusinessHR's experienced HR advisors for advice on specific situations.

ADDITIONAL INSUREDS

ATOM Freelance Ltd: Covered on the same basis as the Insured.

ATOM Global Ltd: Covered on the same basis as the Insured.

CERTIFICATE

Policy: HU PIB 8531918 (17)



Certificate of professional indemnity insurance

Insured name:	ATOM Hub Ltd and all subsidiary companies		
Address:	Office 312 The Base Dallam Lane Warrington		
Postcode:	WA2 7NG	Country:	United Kingdom
Policy number:	8531918		
Insurer:	Hiscox Insurance Company Limited		
Period of insurance:	Continuous cover from 02/08/2024 until the policy is cancelled.		
Retroactive date:	02/08/2023		
Limit of indemnity:	£ 2,000,000		
Additional insureds:	ATOM Freelance Ltd, ATOM Global Ltd		

Signed on behalf of Hiscox Underwriting Limited as agent for the insurers

Jon Dye
CEO, Hiscox UK

Note: this certificate is for information purposes only and does not contain the full terms, conditions and exclusions of the insurance cover and does not constitute a contract of insurance.

CERTIFICATE

Policy: HU PIB 8531918 (17)



Certificate of Public and products liability insurance

Insured name:	ATOM Hub Ltd		
Address:	Office 312 The Base Dallam Lane Warrington		
Postcode:	WA2 7NG	Country:	United Kingdom
Policy number:	8531918		
Insurer:	Hiscox Insurance Company Limited		
Period of insurance:	Continuous cover from 02/08/2024 until the policy is cancelled.		
Limit of indemnity:	£ 5,000,000		
Additional insureds:	ATOM Freelance Ltd, ATOM Global Ltd		

Signed on behalf of Hiscox Underwriting Limited as agent for the insurers

Jon Dye
CEO, Hiscox UK

Note: this certificate is for information purposes only and does not contain the full terms, conditions and exclusions of the insurance cover and does not constitute a contract of insurance.

The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

Professional indemnity: endorsements

Clause 800.1

Clause 8292.0

Retroactive date

Retroactive date: 02/08/2023

Amendment of cover: third party dishonesty

Amendment of cover: third party dishonesty

What is not covered 19. b. is amended to read as follows:

- b. **hacker**, however this does not apply to any covered claim for the dishonest misappropriation of funds by anyone supplied to a client by **you** under contract;

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

Third party dishonesty

For claims for the dishonest misappropriation of funds by anyone supplied to a client by **you** under contract, the most **we** will pay is the lesser of:

1. £250,000; or
2. the overall limit of indemnity shown in the schedule,

for the total of all such claims, including their **defence costs**. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

Cyber and data: endorsements**Clause 800.1****Retroactive date**

Retroactive date: 02/08/2023

Clause 1118.0**eRisk Hub**

As an added benefit of your policy with Hiscox Ltd and its subsidiaries, you now have access to the eRisk Hub, powered by NetDiligence.

The eRisk Hub is a private web-based portal containing information and technical resources that can assist you in the prevention of network, cyber and privacy losses and support you in the timely reporting and recovery of losses if an incident occurs.

The eRisk Hub portal is an internet-based service that features news, content and services from leading practitioners in risk management, computer forensics, forensic accounting, crisis communications, legal counsel, and other highly-specialised segments of cyber risk.

Please note the following:

1. The eRisk Hub portal is a private site for Hiscox customers only. Do not share portal access instructions with anyone outside your organisation. You are responsible for maintaining the confidentiality of the Hiscox Access Code provided to you.
2. Up to three individuals from your organisation may register and use the portal. Ideal candidates include your company's Risk Manager, Compliance Manager, Privacy Officer, IT Operations Manager or Legal Counsel.
3. This portal contains a directory of experienced providers of cyber risk management and breach recovery services. Hiscox Ltd and its subsidiaries do not endorse these companies or their respective services. Before you engage any of these companies, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs. Unless otherwise indicated or approved, payment for services provided by these companies is your responsibility.

To register for the Hiscox eRisk Hub:

1. go to <https://eriskhub.com/hiscox.php>;
2. complete the New User Registration form in the centre of the webpage.;
3. create your own User ID and password;
4. enter 08663 in the Access Code field;
5. once you've completed registration, you can login immediately by entering the User ID and password you just created in the Member Login box in the top right corner of the screen.

Policy: HU PIB 8531918 (17)

Clause	1120.0	Notification endorsement You must notify any claim, loss, breach, privacy investigation, illegal threat or interruption to Hiscox at the following email address: cyberclaims@hiscox.com <mailto:cyberclaims@hiscox.com> If you wish to speak to us urgently then we can also be contacted on the following numbers: +44(0)1206 773791 / +44(0)800 8402782
Clause	1139.0	Amendment of cover: breach of professional duty What is not covered A. 1. is amended to read as follows: Breach of professional duty: 1. any claim under What is covered, Claims against you , Privacy protection directly or indirectly due to the provision of or failure to provide professional advice or services.



Policy: HU PIB 8531918 (17)

Public and products liability: endorsements

Clause	6124.0	Abuse or molestation retroactive date
		Abuse or molestation retroactive date: 02/08/2024.

Property - Contents: endorsements

Clause	6627.0	Removal of cover: non forcible or violent theft We will not make any payment for damage caused by theft or attempted theft at the insured premises while not open for operation, unless it involves violent or forcible entry into or exit from a securely locked room or building.
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Crisis containment: endorsements

Clause 9003.0

Crisis containment provider: Hill & Knowlton

Crisis line contact number (24 hours): +44(0)800 8402783 / +44 (0)1206 711796

Crisis containment provider: Hill & Knowlton

This contact number will go through to **us** during **working hours**, and will go directly to Hill & Knowlton outside of these hours.

If **you** first become aware of a **crisis** outside of **working hours**, **you** must notify **us** of the **crisis** as soon as possible within **working hours** by telephoning +44(0)800 8402783 or +44 (0) 1206 711796.

Endorsements which apply to whole policy**Clause 603.1****Commercial assistance and legal advice helpline**

This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.

This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:

- Employment
- Prosecutions
- Discrimination in the workplace
- Health & safety
- European law

Helpline number: +44 (0)800 840 2269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.

Clause 6017.3**No claims rebate [Marsh Commercial]**

We shall allow **you** a rebate of 10% of the **income** earned by **us** during the **period of insurance** provided that at the annual renewal or anniversary date:

- a) **we** have not received any notifications from **you** of any claims, incidents or circumstances likely to lead to a claim against **you**; and
- b) **you** are not aware of any circumstances likely to result in a claim; and
- c) **you** renew **your policy** with **us** for a further 12 months.

For the purpose of this endorsement, **income** means the total of the gross premium and any additional premiums for the **policy** less any returned premiums.

The rebate shall be calculated one month after the expiry of the **period of insurance** or anniversary date.

Clause 6625.0 Continuous policy endorsement

We agree to give **you** continuous cover under this **policy**. To achieve this, all the references in this **policy** to **period of insurance** shall be for a continuous period starting with the date stated in the schedule, until either **you** or **we** cancel this **policy**. However, **you** must tell **us** as soon as reasonably practicable if any of the current actual figures exceed any of the maximums shown in the latest Duty of Disclosure Reminder.

General conditions, Cancellation, 7. is amended to read as follows:

7. **You** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a refund of the premium for the remaining portion of the period for which **you** have already paid. However, **we** will not refund any premium under £25.

In view of the continuous nature of this **policy**, **we** may at **our** discretion amend its premium and/or terms and conditions and **we** will tell **you** of **our** intention to do so. If **you** are unhappy with **our** proposed amendments, **you** will have the option to decline to continue this insurance. **We** will give **you** at least 30 days' notice of any changes.

Clause 6628.0 Claims Information

If you need to make a claim, you should contact Marsh Commercial immediately. If this is not possible, then our claims team can be contacted on +44 (0)1206 773 899 (select option one or two as appropriate), Monday to Friday 9.00 am - 5.30 pm. You will need to provide your full name and contact details, the name of your business or organisation, your address and postcode, the policy reference and circumstances of the claim.

Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to our 24-hour emergency assistance team using the telephone number above. Your policy schedule will state if property cover is included in your policy.

Our out-of-hours emergency assistance team operate on a pay-and-claim basis and you will need to have credit card details available as appropriate. The team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of substantial damage.

If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is important that you read the policy for details of its terms in full.

Policy: HU PIB 8531918 (17)

Clause	7154.1	Amendment of cover: sanctions The following is added to General conditions : Sanctions We shall not be deemed to provide cover and shall not be liable to pay any claim or loss or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or loss or provision of such benefit would expose us , or would in our reasonable view give rise to any appreciable risk of exposing us , to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or of any other relevant jurisdiction.
Clause	9805.1	Additional Benefit – The Hiscox Risk Academy The Hiscox Risk Academy provides an interactive learning and information management system and assessment centre for you and your employees to help you better manage risks and minimise disruption to your business . The Academy allows you to manage, track and deliver training and assessments in a simple online environment. The interactive training is tailored to the needs of your business and cover topics including fire safety, slips, trips as wells as mental health awareness. The editable documents and templates allow you to identify and monitor risks in your own workplace. This service is provided as a complimentary part of the policy with Hiscox and can be accessed by registering at riskacademy.hiscox.co.uk

Clause

Using your personal information

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

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

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

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



Policy: HU PIB 8531918 (17)

INFORMATION ABOUT US

Name	Hiscox Underwriting Limited
Registered address	22 Bishopsgate London EC2N 4BQ United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

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

Insurers

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

Name	Hiscox Insurance Company Limited
Registered address	22 Bishopsgate London EC2N 4BQ United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority

Umbrella Choice

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**.

Signed for and on behalf of Hiscox Underwriting Ltd:



Ben Horton
Executive Director, Hiscox Underwriting Ltd
Chief Underwriting Officer, Hiscox UK

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Complaints procedure

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

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR

or by telephone on +44 (0)800 116 4627 or +44 (0)1904 681 198 or by email at customer.relations@hiscox.com.

Complaints that cannot be resolved by the Hiscox Customer Relations department may then be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. This complaints procedure is without prejudice to **your** right to take legal proceedings.

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. Your business also includes: <ol style="list-style-type: none">the maintenance of property and premises owned or occupied by you;the provision and management of canteen, social, sports and welfare organizations for the benefit of your employees;the provision of first aid, security, fire and ambulance services where these are incidental to your business or profession as shown in the schedule;any private work for any partner or director or senior manager of you carried out by any of your employees within the geographical limits;participation in exhibitions within the geographical limits.
Computer or digital technology	Any programs , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
Computer or digital technology error	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none">creation, handling, entry, modification or maintenance of; oron-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, any computer or digital technology .
Confiscation	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
Cyber attack	Any digital attack or interference, whether by a hacker or otherwise, designed to: <ol style="list-style-type: none">gain access to;extract information from;disrupt access to or the operation of; orcause damage to, any data or computer or digital technology , including but not limited to any: <ol style="list-style-type: none">programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; ordenial of service attack or distributed denial of service attack.
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.
Data subject	Any natural person who is the subject of personal data .
Endorsement	A change to the terms of the policy .

General terms and conditions

Excess	The amount you must bear as the first part of each agreed claim.
Geographical limits	The geographical area shown in the schedule.
Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none">1. computer or digital technology; or2. data held electronically by you or on your behalf.
Nuclear risks	<ol style="list-style-type: none">a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component of such assembly;c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Personal data	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
Policy	This insurance document and the schedule, including any endorsements .
Program(s)	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.
Social engineering communication	Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
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.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in the schedule.
You/your	The insured named in the schedule.

General conditions

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

- Presentation of the risk
1. In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** (including **your** senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.
- If you fail to make a fair presentation
2. a. If **we** establish that **you** deliberately or recklessly failed to present the risk to **us** fairly, **we** may treat this **policy** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.
 - b. If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:
 - i. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or
 - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.
- Change of circumstances
3. **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** or cancel it in accordance with the Cancellation condition.
- If you fail to notify us of a change of circumstances
4. a. If **we** establish that **you** deliberately or recklessly failed to:
 - i. notify **us** of a change of circumstances which may materially affect the **policy**; or
 - ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing us with information in relation to a change of circumstances;

we may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.
 - b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:
 - i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
 - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.

General terms and conditions

Reasonable precautions	5. 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. We will not make any payment under this policy in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.
Premium payment	6. We will not make any payment under this policy until you have paid the premium.
Cancellation	7. You or we can cancel the policy by giving 30 days' written notice. We will give you a 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 £25.
Multiple insureds	8. 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	9. 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	10. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance or compensation scheme 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 or compensation scheme 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.
Cover under multiple sections	12. Where you , including anyone within the meaning of 'you' or 'insured person' in any section of the policy , are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy , being the section that provides the most advantageous cover to you or the party entitled to cover.
Governing law	13. Unless some other law is agreed in writing, this policy will be governed by the laws of England.
Arbitration	14. 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 : <ul style="list-style-type: none"> a. 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; and b. 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.
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General terms and conditions

2. **You** must:
 - a. 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; and
 - b. 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.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of **you** or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
 - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
 - b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
 - c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
 - d. **we** shall be entitled to retain all premiums paid,

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

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.
Business activity	The activities shown in the schedule, which you perform in the course of your business .
Computer system	Any computer network, hardware, software or information technology and communications system, including any email, intranet, extranet or website.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Medical treatment	The provision of, or failure to provide, any: a. medical or veterinary diagnosis or prescription; or b. medical or veterinary treatment, including any nursing, care, habilitation and rehabilitation which is carried out under medical or veterinary supervision.
Predecessor	Any person, practice or other firm to which you have succeeded.
Retroactive date	a. The date stated as the retroactive date in the schedule; or b. in respect of any claim against an employee, the date the employee commenced employment with you ; or c. in respect of any claim against any self-employed contractor or personal service company, the date the self-employed contractor or personal service company commenced obtaining services from you ; whichever is the later. However, if the employee, self-employed contractor or personal service company can evidence that they benefited from cover pursuant to a preceding professional indemnity policy and subject to there being no break in cover between the expiry of the previous policy and the inception of cover under this policy , the retroactive date shall be the first date upon which the employee, self-employed contractor or personal service company held such policy.
You/your	Also includes: a. any person who was, is or during the period of insurance becomes your partner or director or senior manager who is in actual control of your operations, or if deceased, incapacitated, insolvent or bankrupt, their legal representative; b. any predecessor provided that they observe, fulfill and adhere to the terms and conditions of this policy where they can reasonably be expected to do so; c. at your request any employee or if deceased, incapacitated, insolvent or bankrupt, their legal representative; in respect of any claim which falls within the scope of What is covered .

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 , any party brings a claim against you for: a. negligence or breach of a duty of care; b. negligent misstatement or negligent misrepresentation;
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- c. infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off;
- d. breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
- e. defamation;
- f. dishonesty of **your** individual partners, directors, employees or self-employed freelancers directly contracted to **you** and under **your** supervision, but not anyone supplied to a client by **you** under contract;
- g. dishonesty of anyone supplied to a client by **you** under contract;
- h. any other civil liability unless excluded under **What is not covered** below;

we will indemnify **you** against the sums **you** have to pay as compensation.

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

Asbestos claims

If during the **period of insurance**, and as a result of **your business activity** within the United Kingdom, the Channel Islands or the Isle of Man on or after the **retroactive date**, any party brings a claim against **you** directly due to a defective valuation or assessment of any property for which **you** or anyone supplied by **you** under contract provided or should have provided instructions, recommendations, notices, warnings, supervision or advice in connection with asbestos, asbestos fibres or structures or materials containing asbestos, **we** will indemnify **you** against the sums **you** have to pay as compensation, provided that:

- a. the claim is brought against **you** within the United Kingdom, the Channel Islands or the Isle of Man; and
- b. **we** will not make any payment if the claim is due to death or bodily or medical injury or disease suffered by anyone, or the fear of such death, injury or disease; and
- c. **we** will not provide indemnification for more than the minimum coverage mandated by the Royal Institution of Chartered Surveyors.

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

Payment of withheld fees

If **your** client has reasonable grounds for being dissatisfied with the work **you** have, or anyone supplied to a client by **you** under contract has, done, refuses to pay for any or all of it, including amounts **you** legally owe to subcontractors 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.

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.

Representation costs

We will pay legal fees incurred with **our** consent to represent **you** at any Coroners inquest or fatal accident enquiry in respect of any death directly relating to any actual or potential claim under this section.

Indemnity to principals

If, as a result of **your business activity**, any party brings a claim which falls within the scope of **What is covered**, Claims against you, against any party with whom **you** have entered into a contract or agreement in connection with **your business** and **you** are liable for that claim, **we** will treat such claim as if it had been made against **you** and make the same payment to such party that **we** would have made to **you**, provided that they:

1. accept that **we** can control the claim's defence and settlement in accordance with the terms of this section;
2. have not admitted liability or prejudiced the defence of the claim before **we** are notified of it; and

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3. give **us** the information and co-operation **we** reasonably require for dealing with the claim.

Mitigation costs

If a problem arises which is capable of being rectified but which, if left, is likely to lead to a claim against **you** which would be covered by this **policy**, **we** will pay the expenses **you** reasonably and necessarily incur with **our** prior written consent in rectifying the problem to avoid the claim. **We** will only do this if **we** agree that these expenses are less than the amount of a potential claim. It is for **you** to satisfy **us** that **you** have acted reasonably in seeking to rectify the problem in this way. If, following rectification, a claim is still brought against **you**, **we** will deal with it but **our** total payment, including what **we** have already paid, will not exceed the limit of indemnity shown in the schedule.

We will not make any payment for any part of a claim not covered by this section.

Your own losses

Losses from dishonesty

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:

1. any of **your** individual partners, directors or employees;
2. any self-employed freelancer directly contracted to **you** and under **your** supervision; or
3. anyone supplied to a client by **you** under contract,

where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss provided that the loss was suffered on or after the **retroactive date**.

Loss of documents

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

Court attendance compensation

If any person within the definition of **you**, other than anyone supplied to a client by **you** under contract, has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day that their attendance is required by **us**.

What is not covered

Matters specific to your business

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

1. **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 unless arising directly from the breach of a duty of care by anyone supplied to a client by **you** under contract.
2. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation in connection with **your business**.
3. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
4. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.

Matters insurable elsewhere

5. the death or any bodily or mental injury or disease suffered by anyone, unless arising directly from **your** breach of a duty of care in the performance of a **business activity** or the breach of a duty of care in the performance of the activities of anyone supplied to a client by **you** under contract.
6. 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, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
7. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.
8. the loss, damage or destruction of any tangible property (other than documents in **your** care, custody or control, in connection with a **business activity** for a client), unless

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	<p>arising directly from your breach of a duty of care in the performance of a business activity or a breach of a duty of care in the performance of the activities of anyone supplied to a client by you under contract. This does not apply to your own loss under the Loss of documents cover in What is covered.</p>
Deliberate, reckless or dishonest acts	<p>9. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.</p> <p>10. 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, other than when performing a business activity for a client, or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements.</p> <p>11. your supply, manufacture, sale, installation or maintenance of any product.</p> <p>12. any statement you knew, or ought reasonably to have known, was defamatory at the time of publication.</p> <p>13. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim or your own loss 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.</p>
Pre-existing problems	<p>14. anything, including any actual or alleged shortcoming in your work, likely to lead to a claim against you, or your own loss, which you knew or ought reasonably to have known about, before we agreed to insure you.</p>
War, terrorism and nuclear	<p>15. war, terrorism or nuclear risks.</p>
Asbestos	<p>16. asbestos risks, but this clause does not apply to the Asbestos claims cover under What is covered.</p>
Manual work	<p>17. any manual work of any kind.</p>
Medical work	<p>18. medical treatment, unless arising directly from a breach of a duty of care in the performance of the activities of anyone supplied to a client by you under contract.</p>
Cyber incidents	<p>19. or contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> a. cyber attack; b. hacker; c. social engineering communication; d. fear or threat of a. to c. above; or e. action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above. <p>20. or contributed to by, resulting from or in connection with any computer or digital technology error, unless arising directly from a breach of a duty of care in the performance of the activities of any technology personnel supplied to a client by you under contract affecting any computer or digital technology on which they have worked.</p> <p>21. or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider.</p>
Personal data	<p>22. or contributed to by, resulting from or in connection with the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data. However, this does not apply to any covered claim or part of a covered claim made against you by a client or end client which arises directly from your performance of a business activity for that client or end client and which is not otherwise excluded by What is not covered A. 19. Cyber incidents above. The most we will pay is the lesser of:</p> <ul style="list-style-type: none"> a. £250,000; or b. the overall limit of indemnity shown on the schedule;

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for the total of all such claims and losses, including their **defence costs**, regardless of the number of claims or losses. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

Claims brought by a related party	B. We will not make any payment for:
Other losses	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 .
Trading losses	2. your lost profit, mark-up or liability for VAT or its equivalent.
Non-compensatory payments	3. any trading loss or trading liability including those arising from the loss of any client, account or business.
Claims outside the applicable courts	4. fines and contractual penalties, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
	5. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.
	This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule 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 relevant **excess** shown in the schedule.

When **we** settle **your** own losses from dishonesty, **we** will deduct any sums **you** owe or the value of any property **you** hold belonging to the perpetrator.

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.

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

Special limits	1. For claims brought against you arising out of dishonesty of your individual partners, directors and employees and any self-employed freelancer directly contracted to you and under your supervision and anyone supplied to a client by you under contract, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs .
	2. For your own direct financial losses arising out of the dishonesty of: <ul style="list-style-type: none"> a. your individual partners, directors, employees and self-employed freelancers directly contracted to you and under your supervision; and b. persons supplied to a client by you under contract; the most we will pay is £50,000 for the total all such losses combined.
	3. For your own direct financial losses arising out of the dishonesty of persons supplied to a client by you under contract, you must pay an amended excess of £5,000 for each such loss.
	4. For claims brought against you arising out of a breach of a duty of care in the performance of medical treatment by anyone supplied to a client by you under contract, the most we will pay is the amount stated in the schedule for all claims including defence costs . The excess for any such claim is amended to £5,000 and will apply to each claim including defence costs .
	5. For claims arising from work in the industries listed below the most we will pay in total for each industry is £1,000,000 including defence costs :

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- a. nuclear industry;
- b. aviation industry;
- c. railway industry;
- d. offshore industry;
- e. oil and gas industry;
- f. petrochemical industry;
- g. pharmaceutical industry; and
- h. motor production and maintenance industry.

This special limit does not apply to anyone supplied to a client by **you** under contract undertaking work which is:

- i. clerical in nature; or
- ii. administrative in nature; or
- iii. related to information technology and does not involve any:
 - project management work; or
 - work which could be deemed mission critical or safety critical.

This clause does not increase the total amount **we** will pay under this section.

6. For claims arising from the following professions the most **we** will pay in total for each profession is £1,000,000 including **defence costs**:
 - a. independent financial advisors;
 - b. surveyors;
 - c. architects;
 - d. accountants;
 - e. actuaries; and
 - f. legal professionals.

This clause does not increase the total amount **we** will pay under this section.

7. The most **we** will pay for representation costs is the amount shown in the schedule. This applies to all costs incurred in relation to any and all deaths occurring during the **period of insurance**.
8. For court attendances, **we** will pay the following amount for each day or part of a day:
 - a. £500 for directors, partners or senior managers; or
 - b. £250 for all other employees.

The most **we** will pay for the total of all court attendances is £100,000.

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

1. **We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of anything, including any actual or alleged shortcoming in **your** work, or any work carried out for a client by anyone supplied to a client by **you** under contract, which is likely to lead to a claim against **you**. This includes any criticism of **your** work or the work of anyone supplied to a client by **you** under contract even though regarded by **you** as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;

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- 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, self-employed freelancer or anyone supplied to a client by **you** under contract has acted dishonestly.
2. When dealing with **your** client or a third party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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 or any part of a claim.

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

Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of **our** choosing to deal with the claim.

Partially covered claims

We will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against **you** and any other party who is not covered under this section, then at the outset of the claim, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of defence costs

We will pay **defence costs** covered by this section on an ongoing basis prior to the final resolution of any claim. However, **we** will not pay any **defence costs** in connection with any claim or part of a claim which is not covered under this section. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

Payment of full limit of indemnity

We will have no further duty to indemnify **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.

Payment of excess

Our duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

Disputes

For the purposes of **Control of defence** in this section of the **policy**, the **General condition** within the **General terms and conditions** which provides for the resolution of disputes arising out of or relating to this insurance by arbitration, is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such Queen's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.

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 domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar 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:
- breach forensic costs**;
 - outside legal fees **you** incur in managing **your** response to the **breach**;
 - costs **you** incur to notify each affected **data subject** of the **breach**;
 - 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;
 - 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
 - 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:
- 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
 - 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**:
- 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
 - 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:
- the ransom was paid, or the goods or services were surrendered, under duress;
 - 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
 - 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:
- 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
 - 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 trade secret.
Hack by director or partner	5. 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. anything likely to lead to a claim, loss, breach, privacy investigation, illegal threat or interruption, which you knew or ought reasonably to have known about before we agreed to insure you .
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.
- However, this does not apply to:
- a. **PCI charges**; or
 - b. **regulatory awards** if insurable in the jurisdiction where such award was first ordered.
- Claims outside the applicable courts 4. any **claim** 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**.
- Credit monitoring costs 5. **credit monitoring costs** unless:
- 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 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**.

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 this section.

Paying out the limit of indemnity

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

1. **We** will not make any payment under this section 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. **We** will not make any payment under **What is covered, Your own losses, Cyber extortion** 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. When dealing with any client or third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.
4. **You** must 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. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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

Special definitions for this section

Abuse or molestation	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
Abuse or molestation retroactive date	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
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.
Drone	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
Employee	Any person working for you in connection with your business who is: <ul style="list-style-type: none">a. employed by you under a contract of service or apprenticeship;b. hired or borrowed by you;c. self-employed or working on a labour-only basis;d. engaged by labour-only sub-contractors;e. a labour master or person supplied by him;f. engaged under a work experience or training scheme;g. a voluntary helper.
Medical treatment	The provision of, or failure to provide, any: <ul style="list-style-type: none">a. medical or veterinary diagnosis or prescription; orb. medical or veterinary treatment, including any nursing, care, habilitation and rehabilitation which is carried out under medical or veterinary supervision.
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 supplied to others which were sold, manufactured, repaired, installed, erected, altered, 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. This does not include drones .
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	If, as a result of your business , any party brings a claim against you for: <ul style="list-style-type: none">a. bodily injury or property damage occurring during the period of insurance;b. personal injury or denial of access committed during the period of insurance,
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we will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any **employee of yours** when they are acting in connection with their employment or engagement by **you**.

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

Abuse or molestation claims

If, as a result of **your business**, any party brings a claim against **you** during the **period of insurance for abuse or molestation** committed after the **abuse or molestation retroactive date**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any **employee** when they are acting on **your** behalf in whatever capacity. However, **we** will not in any event provide cover to any party who commits, condones or ignores any **abuse or molestation**.

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

Overseas personal liability

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 where such liability:

- a. arises out of:
 - i. any loss of a third-party's key or electronic pass card;
 - ii. any failure to secure a third-party's premises;
 - iii. the ownership or occupation of land or buildings;
 - iv. any physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive; or
- b. is covered by any other insurance.

Indemnity to principals

If, as a result of **your business**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against any party with whom **you** have entered into a contract or agreement in connection with **your business** and **you** are liable for that claim, **we** will treat such claim as if it had been made against **you** and make the same payment to such party that **we** would have made to **you**, provided that they:

- a. accept that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- b. have not admitted liability or prejudiced the defence of the claim before **we** are notified of it; and
- c. give **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** or any of **your** partners, director or **employees** during the **period of insurance** for any breach of any health and safety statute or regulation, **we** will pay the costs incurred with **our** prior written consent to defend such an action against such party. This includes proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007, the Food Safety Act 1990 and the Consumer Protection Act 1987 or any similar or successor legislation.

Loss of third-party keys

If, during the **period of insurance** and as a result of **your business**, **you** lose any key or electronic pass card belonging to a third-party for which **you** are legally responsible, and that party brings a claim against **you**, **we** will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards. This includes a claim against any **employee of yours** when they are acting in connection with their employment or engagement by **you**.

Failure to secure third-party premises

If, during the **period of insurance**, **you** fail to secure the premises of a third-party where **you** have been carrying out **your business**, and that party brings a claim against **you**, **we** will pay the sums **you** have to pay as compensation to such third-party, provided that **you** have taken

reasonable steps to secure the premises as required by that third-party. This includes a claim against any **employee** of **yours** when they are acting in connection with their employment or engagement by **you**.

Unauthorised use of third-party telephones by your employees

If, during the **period of insurance** and as a result of **your business**, any of **your employees** uses a third-party's telephone system without authority, including any mobile or internet-based telephone network, and that party brings a claim against **you**, **we** will pay the sums **you** have to pay as compensation to such third-party, provided that **we** are notified within three months of the unauthorised use.

Defective Premises Act

If, during the **period of insurance**, **you** dispose of any premises in connection with **your business** and any party brings a claim against **you** under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975 or any similar or successor legislation, **we** will pay for the sums **you** have to pay as compensation. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

We will not in any event make any payment for any:

- a. liability where **you** are entitled to cover under any other insurance;
- b. costs of remedying any actual or alleged defect, which if not remedied may result in a claim.

Motor contingent liability

If any party brings a claim against **you** for **bodily injury** or **property damage** occurring during the **period of insurance** and arising from any mechanically propelled vehicle or its trailer being used in connection with **your business** within the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will not make a payment for any motor contingent liability claim:

1. arising from any mechanically propelled vehicle or its trailer which is:
 - a. owned by **you**;
 - b. loaned, leased hired or rented to **you**;
 - c. provided by **you**;
 - d. being driven by **you**.
2. for **property damage** to the mechanically propelled vehicle or its trailer or to any goods carried in or on the mechanically propelled vehicle or its trailer.
3. arising from the mechanically propelled vehicle being driven by **you** when **you** do not hold a licence to drive the vehicle.

Personal representatives

In the event of the death of any of **your** partners, directors or **employees**, **we** will indemnify the personal representatives of the deceased person against any claim, which falls within the scope of **What is covered**, in the same manner and to the same extent as **we** would have indemnified the deceased person, provided that the personal representatives observe, fulfil and adhere to the terms and conditions of this **policy** where they could reasonably be expected to do so.

First aid

If, as a result of **your business**, any party brings a claim against **you** for **bodily injury** caused to them during the **period of insurance** arising out of the actions of any **employee** administering first aid, **we** will indemnify **you** against the sums **you** have to pay as compensation. The amount **we** will pay will include **defence costs**.

We will not make any payment where anyone supplied to a client by **you** under contract who administers first aid is a medical practitioner.

Additional cover

Representation costs

We will pay legal fees incurred with **our** consent to represent **you** at any coroner's inquest or fatal accident enquiry in respect of any death directly relating to any actual or potential claim under this section.

Court attendance compensation

If any of **your** partners, directors or **employees** 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;
 - d. loss of a third-party's keys or electronic pass cards.
2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, **drone**, 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 unauthorised movement by **you** or on **your** behalf on **your** premises of any mechanically propelled vehicles and their trailers;
- c. the loading or unloading of any vehicle off the highway;
- d. maintenance undertaken by persons supplied to a client by **you** under a contract;
- e. any claim covered under **What is covered**, Motor contingent liability.

Injury to employees

3. **bodily injury** to any **employee**.

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.

Professional advice

5. a. designs, plans, specifications, formulae or advice prepared or given by **you** or **your employees** for a fee or where a fee would normally be payable; or
 - b. **your** or **your** employees' failure to prepare or provide any designs, plans, specifications, formulae or advice for which a fee is payable or would normally be payable.

Medical and veterinary treatment

6. **medical treatment**. This does not apply to any claim under **What is covered**, First aid.

Your products

7. the costs of recalling, removing, repairing, reconditioning or replacing any **product** or any of its parts.
8. a. any of **your products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such **products**.
 - 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**;
 - c. any **products** relating to **drones** or self-balancing motorised scooters.

Deliberate or reckless acts

9. any act, breach, omission or infringement **you** deliberately, spitefully or dishonestly 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.

War and nuclear	10. war or nuclear risks.
Asbestos	11. asbestos risks. This does not apply to claims against you arising from unintended or unexpected exposure to asbestos, asbestos fibres or materials containing asbestos occurring during the period of insurance .
Cyber incidents	12. contributed to by, resulting from or in connection with any: <ol style="list-style-type: none"> a. cyber attack; b. hacker; c. computer or digital technology error; d. fear or threat of a. to b. above; or e. action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.
Personal data	13. the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data . B. We will not make any payment for:
Non-compensatory payments	1. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	2. 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. However, this does not apply to any claim which falls within the scope of What is covered and which is brought against any partner, director or employee of yours when they are acting on your behalf in a non-manual capacity while temporarily overseas anywhere in the world for a period of up to 14 consecutive days.

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

Abuse or molestation	For claims brought against you for abuse or molestation , the most we will pay is the amount stated in the schedule for the total of all such claims and their defence costs .
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 and their defence costs .
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 .
Claims brought in USA/Canada	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 .
Terrorism	For claims arising from terrorism , the most we will pay is £2,000,000 each and every claim or any other amount specified in the schedule, whichever is the lower. We will also pay for defence costs .
Criminal proceedings costs	The most we will pay for the costs to defend criminal or regulatory actions or proceedings is the amount shown in the schedule. This applies to all actions and proceedings brought against you and your partners, directors and employees during the period of insurance .
Unauthorised use of	For claims arising from the unauthorised use of a third-party's telephone systems, the most

third-party telephones
by your employees

we will pay is the amount stated in the schedule for the total of all such claims and their **defence costs**.

Additional cover

Representation costs

The most **we will pay** for representation costs is the amount shown in the schedule. This applies to all costs incurred in relation to any and all deaths occurring during the **period of insurance**.

Court attendance
compensation

We will pay you the following compensation for each day, or part day:

1. **your** partners, directors or senior managers: £500
2. any other **employee**: £250

The most **we will pay** for the total of all court attendance compensation is £10,000.

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

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us**:
 - a. promptly of any claim or threatened claim against **you**.
 - b. as soon as practicable of:
 - i. **your** discovery that **products** are defective;
 - ii. any threatened criminal or regulatory action by any governmental, administrative or regulatory body.
 - c. immediately and in any event within seven days of:
 - i. a claim or anything which may give rise to a claim for or arising out of **bodily injury** or **abuse or molestation**; or
 - ii. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any director, partner, trustee, committee member or **employee** has committed **abuse or molestation**.

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) as follows, ensuring **you** quote **your** policy number:

by email to: liability.claims@hiscox.com; or

by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.

2. When dealing with **your** client or a third party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Correcting problems

3. **You** must 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. **We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.



**Marsh Commercial Umbrella –
public and products liability**
Policy wording

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.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	<p>Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man working for you in connection with your business who is:</p> <ol style="list-style-type: none"> a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. self-employed or working on a labour-only basis; d. engaged by labour-only sub-contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper.
Overseas employee	<p>Any person normally resident in an overseas territory working for you in an overseas territory in connection with your business who is:</p> <ol style="list-style-type: none"> a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. self-employed and working on a labour-only basis; d. engaged under a work experience or training scheme.
Overseas territory	Any country, territory or state within the geographical limits but outside of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

What is covered

Claims against you	<p>If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings costs	<p>If any governmental, administrative or regulatory body brings any criminal action against you or any of your partners, directors, employees or overseas employees during the period of insurance for any breach of health and safety statute or regulation, we will pay the costs incurred with our prior written consent to defend such an action against you or such party. This includes proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 or any similar or successor legislation.</p>
Indemnity to 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 any other party with whom you have entered into a contract or agreement in connection with your business and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such party that we would have made to you, provided that they:</p>

Marsh Commercial Umbrella employers' liability

Policy wording

- a. accept that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- b. have not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- c. give **us** the information and co-operation **we** reasonably require for dealing with the claim.

Indemnity to partners, directors and employees

If as a result of **your business** any party brings a claim which falls within the scope of **What is covered** against any of **your** partners, directors, **employees** or **overseas employees**, **we** will treat such claim as if it were against **you** where **you** request **us** to do so.

Unsatisfied court judgments

If any **employee** obtains a judgment for damages following **bodily injury** against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, **we** will pay to the **employee** at **your** request the amount of any unpaid damages and awarded costs provided that:

- a. the **bodily injury** is caused during the **period of insurance** and arises out of and in the course of his or her employment in **your business**; and
- b. **we** would have covered **your** liability if **you** had caused the **bodily injury**; and
- c. there is no appeal outstanding; and
- d. the **employee** assigns his or her judgment to **us**.

Personal representatives

In the event of the death of any of **your** partners, directors, **employees** or **overseas employees**, **we** will indemnify the personal representatives of the deceased person against any claim which falls within the scope of **What is covered**, Claims against you, or **Additional cover**, Residual employers' liability for overseas employees, in the same manner and to the same extent as we would have indemnified the deceased person, provided that the personal representatives observe, fulfil and adhere to the terms and conditions of this **policy** where they could reasonably be expected to do so.

First aid

If any **employee** or **overseas employee** brings a claim against **you** for **bodily injury** caused to them during the **period of insurance** arising out of actions of any other **employee** or **overseas employee** administering first aid, **we** will indemnify **you** against the sums **you** have to pay as compensation. The amount **we** pay will include **defence costs**.

We will not make any payment where the **employee** or **overseas employee** administering first aid or medical arrangements is a medical practitioner who is supplied to a client by **you** under contract.

Cyber claims

We will pay for any claim that is otherwise covered under this section, where such claim arises from a **cyber attack**, hack or other computer or cyber-related incident.

Additional cover

Residual employers' liability for overseas employees

We will indemnify **you** up to the limit of indemnity against the sums **you** have to pay as compensation for **bodily injury** occurring during the **period of insurance** to an **overseas employee** arising out of their work for **you**. The amount **we** pay will include **defence costs** but **we** will not pay costs for any part of a claim not covered by this additional cover.

We will also pay any amount for which **you** are liable arising from the exercise of rights of recovery against **you** by any state social security or similar scheme of an **overseas territory** following **bodily injury** to an **overseas employee** occurring during the **period of insurance**.

Representation costs

We will pay legal fees incurred with **our** consent to represent **you** at any coroner's inquest, fatal accident enquiry or similar judicial process in an **overseas territory** in respect of any death directly relating to any actual or potential claim under this section.

Court attendance compensation

If any of **your** partners, directors, **employees** or **overseas employees** 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

Offshore	<p>A. We will not make any payment for:</p> <p>1. any claim or loss directly or indirectly due to:</p> <p>a. any bodily injury caused to any of your employees or overseas employees while they are offshore. An employee or overseas employee is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.</p>
Road traffic legislation	<p>b. any bodily injury to any employee or overseas employee while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where you are entitled to indemnity from any other source.</p>
Claims outside the applicable courts	<p>2. 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.</p> <p>However, this does not apply to any claim which falls within the scope of What is covered, Additional cover, Residual employers' liability for overseas employees.</p>
Overseas employees	<p>3. any claim which falls within the scope of What is covered, Additional cover, Residual employers' liability for overseas employees where:</p> <p>a. you have failed to comply with any legislation requiring the provision of compulsory insurance under any employers' liability, workers' compensation or disability benefits laws or any similar or successor legislation for your overseas employees in the overseas territory where they are working for you; or</p> <p>b. we are legally unable to pay a claim.</p>

How much we will pay

We will pay up to the limit of indemnity shown in the schedule, unless limited below.

All claims, losses and **defence costs** relating to one or more **employees** or **overseas employees** which arise from any one incident or event will be regarded as one claim. This includes such claims, losses and **defence costs** arising after, as well as during, the **period of insurance**, but does not include criminal proceedings costs.

Special limits

Terrorism	<p>The most we will pay for claims and their defence costs arising from terrorism is the amount shown in the schedule. If we decide that this limit applies to a claim, it is your responsibility to prove that the claim does not arise from terrorism.</p>
Criminal proceedings costs	<p>We will pay up to the amount shown in the schedule for the costs to defend criminal or regulatory actions or proceedings. This applies to all actions and proceedings brought against you and your partners, directors, employees and overseas employees during the period of insurance.</p>

Additional cover

Overseas employees	<p>Where your legal liability for bodily injury to overseas employees is compulsorily insurable in the overseas territory under any employers' liability, workers' compensation or disability benefits laws or any similar or successor legislation, we will indemnify you in respect of those amounts only, for which you are liable in excess of:</p> <ol style="list-style-type: none"> 1. the limit of indemnity provided by the employers' liability or workers' compensation policy arranged by you in the overseas territory; or 2. the applicable minimum limit required by legislation in the overseas territory where the bodily injury occurred,
Representation costs	<p>The most we will pay for representation costs is the amount shown in the schedule. This applies to all costs incurred in relation to any and all deaths occurring during the period of insurance.</p>

Court attendance
compensation

We will pay **you** the following compensation for each day, or part day:

1. **your** partner or director £500
2. any other **employee** or **overseas employee** £250

The most **we** will pay for the total of all court attendance compensation is £10,000.

Your obligations

You must provide **us** with the following information for each entity insured under this section of the **policy**:

1. employer name; and
2. full address of employer including postcode; and
3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, **you** must confirm to **us** which of the following reasons applies:

- a. the entity has no **employees**; or
- b. all staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. the entity is not registered in England, Wales, Scotland or Northern Ireland.

You must inform **us** immediately of any changes to the above information.

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us**:
 - a. promptly of anything which may give rise to a claim under this section;
 - b. as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.

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) as follows, ensuring **you** quote **your** policy number:

by email to: liability.claims@hiscox.com; or

by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.

2. When dealing with **your employee** or **overseas employee** or a third party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence

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

Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries.

You must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law. However, this does not apply to any payments for which **we** are liable under What is covered, Additional cover, Residual employers' liability for overseas employees.

**Employers' Liability
Tracing Office**

Your policy details will be added to the employers' liability database, managed by the Employers' Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the employers' liability insurer of an employer at a particular point in time. **You** can find out more:

- from **your** insurance adviser (if **you** have one); or
- by contacting **us**; or
- at www.elto.org.uk

**Special definitions
for all property
sections**

Activities	Your activities declared to us and accepted by us , or the business activities stated on the schedule.
Amount insured	The most we will pay as stated 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.
Buildings	<p>The buildings, which belong to you or for which you are legally responsible, at the premises stated in the schedule, including:</p> <ol style="list-style-type: none">1. outbuildings and annexes;2. fixtures and fittings, fixed fuel tanks;3. walls, gates, fences, car parks, yards, private roads, pavements and paths at the premises;4. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains;5. building management and security systems, telecommunications, aerials, satellite dishes, solar panels and fixed signs. <p>The land at the premises is not included within this definition.</p>
Communicable disease	Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.
Computers	Computers, handheld devices and ancillary equipment, which belong to you or for which you are legally responsible, including software and data carrying media but excluding data or information entered by you or on your behalf.
Damage	Accidental physical loss or physical damage.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or subsidence and any ensuing tsunami.
Employee's home	The home of any partner, director or employee of yours within the United Kingdom .
Failure	Damage caused by electrical or mechanical breakdown.
Fees	The fees received by you in connection with your business or your activities for the placement of candidates with your clients.
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.
Handheld devices	<p>Handheld electronic devices used in connection with your activities which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none">1. phones and smartphones which make or receive telephone calls through a cellular network and their accessories;2. laptops, tablets, PDAs and wearable technology.
Income	The difference between your turnover , and the sum of the wage roll of persons supplied to all clients by you under contract and uninsured working expenses .
Identity fraud	Someone, or a group of people, knowingly using a means of identification belonging to you without your knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
Insured damage	<p>Damage to property occurring during the period of insurance provided that:</p> <ol style="list-style-type: none">1. the damage is not otherwise excluded by the buildings, contents or other property section of this policy; and



Marsh Commercial Recruitment and Umbrella – property definitions

Policy wording

2. payment has been made or liability admitted by the insurer under any insurance covering such **damage**.

Insured premises	The space you occupy at the premises stated in the schedule. This includes any outbuildings and annexes you occupy on the same premises.
Interested party	Any lessor, lessee or mortgagee that has a written agreement with you that provides them with an insurable interest in your property .
Money	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to you .
Property	Tangible property.
Reconstitution of data	Reconstitution of the data you need to continue your activities , if your electronic records and data have been lost or distorted.
Software	Programs which run your computers , including both your own operating programs and application programs used in the course of your activities .
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
Stock	Consumable goods, merchandise goods, samples and goods held in trust, including customers' goods for which you are legally responsible.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	Subsidence, landslip or heave.
Turnover	The total turnover of your business or your activities .
Unattended vehicle	Any vehicle which is out of sight of you or any person authorised by you .
Uninsured working expenses	Purchases less discounts received, bad debts and any other item described in the schedule.
United Kingdom	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

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

Special definitions for this section

Art and collections

Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability.

Contents

The contents of the **insured premises** used in connection with **your activities** which belong to **you** or for which **you** are legally responsible, including:

1. **computers**;
2. **stock**;
3. **art and collections**;
4. fixtures and fittings, tenant's improvements, decorations and general contents including, if attached to the building, external signs, building management and security systems, aerials and satellite dishes; and
5. pipes, ducting, cables, wires and associated control equipment within the **insured premises** and extending to the public mains.

The following are not included within this definition:

- a. any mechanically propelled vehicle or mobile plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;
- b. any watercraft, marine rig or platform, hovercraft, aircraft, drone or other aerial device;
- c. **buildings**, land and water;
- d. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;
- e. **money**; or
- f. any item attached to any of the above.

Crime

Dishonesty of any person under a contract of service with **you** where there was a clear intention to cause **you** financial loss or damage and to obtain personal financial gain over and above salary, bonus or commission.

Employees' cycles

Cycles and cycle accessories which belong to **your** partners, directors or employees or for which such persons are legally responsible.

Personal effects

Articles worn, used or carried about the person which belong to **your** partners, directors, employees or visitors to the **insured premises** or for which such persons are legally responsible.

Rent payable

Rent for the **insured premises** that **you** must legally pay while the **insured premises** or any part of it is unusable as a result of **damage** insured by this section.

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to contents contained in the **insured premises** and any other items specified in the schedule.

Additional cover

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

Glass

1. **damage** occurring during the **period of insurance** to any fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings contained in the **insured premises**, which belongs to **you** or for which **you** are legally responsible.

Costs following glass breakage

2. the necessary and reasonable costs **you** incur following breakage or scratching during the **period of insurance** of glass, which belongs to **you** or for which **you** are legally responsible, for:

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	<ul style="list-style-type: none"> a. temporary boarding-up; b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass; c. replacement lettering or other ornamental work and alarm foil on glass.
Additions to contents	3. damage occurring during the period of insurance to any additional contents , provided you tell us the additional values as soon as possible and pay the appropriate premium.
Money	<p>4. damage occurring during the period of insurance to money:</p> <ul style="list-style-type: none"> a. in the insured premises while open for operation or in a locked safe; b. in the insured premises while not open for operation and not in a locked safe; c. at any employee's home; d. in transit within the United Kingdom by road, rail, water, air or in person, including while being loaded, unloaded and temporarily housed overnight away from the insured premises in the course of transit; e. at any other location within the United Kingdom. <p>However, we will not make any payment for any loss arising from any electronic funds or account balances.</p>
Identity fraud	<p>5. the following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud occurring during the period of insurance:</p> <ul style="list-style-type: none"> a. solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness your signature; b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies; c. fees charged when you re-apply for a commercial loan that was originally rejected.
Personal effects	6. damage occurring within a building at the insured premises during the period of insurance to personal effects provided they are not insured elsewhere. However we will not make any payment under this additional cover for money or jewellery.
Employees' cycles	7. damage occurring within a building at the insured premises during the period of insurance to employees' cycles provided they are not insured elsewhere.
Reconstitution of electronic data	8. the reasonable cost of reconstitution of data as a direct result of damage covered under this section.
Reconstitution of documents	9. the reasonable costs of replacing or reconstituting your documents that are not held electronically and which you need to continue your activities , if such documents have been lost or destroyed as a direct result of damage covered under this section.
Lock replacement	10. the costs you incur to replace locks and keys necessary to maintain the security of the insured premises or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the period of insurance . However this does not apply to the unauthorised modification of any digital or electronic locks.
Building damage by theft	11. the cost of repairing damage occurring during the period of insurance to the buildings at the insured premises caused by theft or attempted theft and for which you are legally liable.
Personal assault following robbery or attempted robbery	12. compensation as stated in the schedule if any director, partner or employee of yours is physically injured in the course of your activities in a robbery or attempted robbery within the United Kingdom occurring during the period of insurance and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the period of insurance .
Metered water and fuel	13. the cost that you incur for any metered water and fuel used at the insured premises when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of damage occurring during the period of insurance

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	to any storage tank, equipment or piping resulting from a cause not otherwise excluded.
Unauthorised use of utilities	14. the cost to you of any metered water, gas or electricity that you did not use, but you are legally responsible for due to a third party using your metered water, gas and electricity without your authorisation provided that you discover the unauthorised or unlawful use during the period of insurance .
Accidental discharge of gas system	15. the necessary and reasonable costs that you incur to refill the cylinders of any gas flooding system installed at the insured premises , following accidental discharge of the system during the period of insurance .
Extinguisher and alarm re-setting expenses	16. the necessary and reasonable costs and expenses you incur in order to refill fire extinguishing appliances, replace sprinkler heads and reset the fire or intruder alarm system following damage covered under this section.
Loss prevention costs	17. the necessary and reasonable costs you incur to protect the contents from imminent damage that would be covered under this section.
Removal of debris	18. the reasonable costs and expenses you incur for clearance of the debris of contents from the insured premises or the area immediately adjacent following damage covered under this section.
Defective title – art and collections	19. if, during the period of insurance , someone claims that an item of art and collections is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, we will pay you the amount you paid for it, or the agreed value if the item is individually valued in the schedule or contained in any valuation lodged with us and this value is less. We will only do this if: <ol style="list-style-type: none"> a. you bought the item during the period that the art and collections have been insured with us; and b. you made reasonable enquiries about the item's provenance before you bought it.
Outdoor items	20. damage occurring during the period of insurance to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors within the confines of the insured premises .
Refrigerated stock	21. the necessary and reasonable costs and expenses you incur to replace spoiled refrigerated stock stored in a refrigeration unit at the insured premises where such spoilage was caused by: <ol style="list-style-type: none"> a. a fault in the refrigeration unit; b. escape of refrigerant; or c. failure of the public supply of electricity or gas, unless the failure is as a result of a deliberate act of the supply authority to withhold or restrict supply, occurring during the period of insurance , provided that the refrigeration unit is: <ol style="list-style-type: none"> i. less than five years old at the date of loss; or ii. maintained under annual contract by a suitably qualified refrigeration engineer.
Continuing hire charges	22. continuing hire charges for contents hired in by you while such contents are being repaired or until permanently replaced as a direct result of damage covered under this section, provided you are legally liable for such costs.
Crime	23. your direct financial loss if, during the period of insurance and in the performance of your activities , you discover a loss from crime , provided: <ol style="list-style-type: none"> a. the crime was committed during the period that your contents have been continuously insured with us; and b. the crime was not committed after any director, partner, senior manager or officer of you first becomes aware of any crime committed by the person under a contract of service with you.
Undamaged fixtures	24. tenant's fixtures and fittings if your lease is cancelled by the lessor as a consequence of damage occurring during the period of insurance to the insured premises , provided

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- and fittings
- the cancellation is a valid condition of **your** lease and that **you** are unable to save such fixtures and fittings. **We** will only cover undamaged fixtures and fittings where the schedule shows a limit for fixtures and fittings.
- Contents temporarily elsewhere
25. **damage** occurring during the **period of insurance to contents**, excluding **handheld devices**, temporarily elsewhere in the **United Kingdom**, including while:
- at any **employee's home**;
 - at any location where **you** are attending a promotional event or exhibition in connection with **your activities**;
 - at any location for the purpose of cleaning, maintenance, repair or restoration; and
 - in transit.

What is not covered

We will not make any payment for:

- damage** caused by:
 - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
 - coastal or river erosion;
 - a rise in the water table;
 - theft from an **unattended vehicle** unless the item is completely hidden within the storage compartment, locked boot or locked trailer of the vehicle and all security measures on the vehicle or trailer are fully operational.
- damage** to any item being cleaned, worked on or maintained.
- damage** to any item, other than **computers**, directly resulting from its own **failure**.
- the value to **you** of any lost or distorted information.
- misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- unexplained loss or disappearance or inventory shortage.
- loss due to clerical or accounting errors.
- loss by fraud or dishonesty, other than the direct physical theft of **property** or **money**. This does not apply to the cover under **What is covered**, **Additional cover**, Crime.
- consequential, indirect or financial losses of any kind, other than as provided under **What is covered**, **Additional cover**.
- damage** caused solely by pollution or contamination; or
 - any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
- the amount of the **excess**.
- any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - terrorism**;
 - civil commotion in Northern Ireland;
 - war**;
 - confiscation**;
 - nuclear risks**;
 - communicable disease** or the fear or threat of **communicable disease**; or

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- g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 12a or 12b above, it will be for **you** to show that the exclusion does not apply.

13. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
- a **cyber attack** or fear or threat of a **cyber attack**;
 - a **hacker** or fear or threat of a **hacker**; or
 - its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

- damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.
- loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
- loss arising from any electronic, online or crypto currency, including Bitcoin.

Special condition

Change of insured premises

If:

- you** notify **us** that **you** are changing **insured premises**; and
- we** agree to cover **you** for **damage to contents** at **your** new **insured premises** after **you** move;

we will continue to insure **you** for **damage to contents** contained in **your** former **insured premises**. This cover will be provided:

- for a maximum of 30 days from the date cover starts at the new **insured premises**; or
- until the keys to the former **insured premises** are returned by **you**; or
- until **we** cease to provide any cover for **damage to contents** at **your** new **insured premises**;

whichever is the soonest. If the cover for **damage to contents** is provided on a different basis at the new **insured premises**, the cover provided under this Special condition for **damage to contents** at the former **insured premises** will continue on the same basis as that which previously applied.

The cover provided under this Special condition does not increase the **amount insured**.

How much we will pay

We will pay up to the **amount insured** stated in the schedule unless amended below or in the schedule.

Repair and replacement

At **our** option **we** will repair, replace or pay for any lost or damaged items on the following basis:

- for **contents**, other than **stock**, hired-in equipment, **art and collections**, **personal effects** and **employees' cycles**, the cost of repair or replacement as new.
- for **stock** other than second-hand merchandise goods, merchandise goods which have been sold but not delivered and goods held in trust, the cost of repair or replacement at the cost price to **you**.
- for second-hand merchandise goods, the cost of repair or replacement at the trade market value.
- for merchandise goods which have been sold but not delivered, the agreed contract price.
- for hired-in equipment, the lesser of:

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- a. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
 - b. the costs of repair of the hired-in equipment; and
 - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
6. for goods held in trust, the lesser of:
- a. **your** liability in respect of the goods held in trust; and
 - b. the cost of repair or replacement at the trade market value of such goods.
7. for **art and collections**, the agreed value of any lost or damaged item which is individually valued in the schedule or contained in any valuation lodged with **us**. However, if the item is only partly damaged, **we** will decide whether **we** repair, restore, replace or pay the agreed value of the damaged item. If **we** repair or restore a damaged item, **we** will also pay for any loss in value.

For any item of **art and collections** which has not been individually valued in the schedule or valuation, **we** will decide whether **we** repair, restore, replace or make a cash settlement for that item. If **we** choose to make a cash settlement, **we** will pay the market value of the item immediately prior to the **damage**, taking account of any increased value the item may have because it forms part of a pair or set. The most **we** will pay for any one item, pair or set is £25,000 or the **amount insured** for **art and collections**, whichever is less.

8. for **personal effects**, the cost of repair or replacement as new, but not more than the amount stated in the schedule for each incident of loss.
9. for **employees' cycles**, the cost of repair or replacement as new, but not more than the amount stated in the schedule for each incident of loss.

Pairs and sets

If any **contents** which have an increased value because they form part of a pair or set are **damaged** any payment **we** make will take account of the increased value.

Claims preparation costs

We will pay the costs **you** incur with **our** prior written consent in preparing a claim following **damage** insured by this section. However **we** will not pay for the costs of preparing any claim if the total amount claimed by **you** under all Property sections of this **policy** combined is less than £25,000.

The most **we** will pay for the costs of preparing any claim is £50,000 or 10% of the total amount claimed under all Property sections of this **policy** combined, whichever is less. The most **we** will pay for the costs of preparing all claims during the **period of insurance** is £100,000.

These limits are aggregate limits applying across all Property sections of this **policy**.

Other interests

Any payment **we** make will take into account the interest of any **interested party**, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that **interested party**.

Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the total value of the **contents**, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the total value of the **contents**.

We will only apply this calculation if:

1. **we** find that the **amount insured** is less than 85% of the **contents**; and
2. **we** establish that **your** failure to declare the total value of the **contents** was not deliberate or reckless and was a breach of **your** obligation to:
 - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - b. notify **us** of a change of circumstances in relation to the total value of the **contents**, which may materially affect the **policy**; or
 - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the total value of the **contents** which may materially affect the **policy**.

This remedy may apply in addition to General conditions 2. b.ii. and 4. b. ii.

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Policy wording

If your failure to declare the total value of the contents was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.

Index linking

If **you** decide to renew this section with **us**, **we** will automatically adjust the **amount insured** for **contents** for the subsequent period of insurance in line with any change in nationally publicised indices. **You** should advise **us** if you do not want **us** to increase the **amount insured** in this manner. However, **we** will not reduce the **amount insured** without **your** consent.

Personal assault following robbery or attempted robbery

We will not pay compensation under more than one heading in the schedule for the same injury.

Special limits

Computer breakdown

The most **we** will pay for any loss arising from **damage** to **computers** directly resulting from their own **failure** is the amount stated in the schedule. This limit is an aggregate limit applying across the contents, property away and in transit and business interruption sections of this **policy**.

Your obligations

If any damage occurs

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any **damage** which might be covered;
2. unless **you** notify **us** promptly of any claim that an item of **art and collections** is not rightfully **yours**;
3. unless **you** notify **us** of any loss from **crime** within ten working days of its discovery by **you**;
4. unless **you** report to the police or relevant local authority, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them;
5. unless **you** 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;
6. to any **interested party** unless **you** have advised us of the nature and extent of their interest together with their name and address.

Backing-up electronic data

You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the **insured premises**. If **you** do not, **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

Hiring in equipment

When hiring in **property** **you** must complete and record an inventory check and inspect all **property** for **damage** prior to acceptance and agree a schedule of any **damage** with the hire company before taking charge of the **property**. Upon returning the **property** to the hire company **you** must only return the **property** to persons authorised within the hire company to accept the return of equipment.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Protections

1. **You** must ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the **insured premises** is left unattended, unless **you** have already advised **us** that a system is not working properly.
2. **You** must also advise **us** as soon as reasonably possible if for any reason a system is not working properly. **We** may then vary the terms and conditions of this **policy**. All systems must be regularly serviced under contract by a reputable company at least annually.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

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Unoccupancy	<p>You must tell us immediately if the insured premises, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p> <p>If you do not tell us, we will not make any payment for damage occurring while the insured premises is unoccupied.</p>
Building works	<p>If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings at the insured premises and the estimated cost is more than £75,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out. If you do not tell us, we will not make any payment for damage directly or indirectly caused by or resulting from the building works. You do not have to tell us if the work is for redecoration only.</p>
Unauthorised use of utilities	<p>If the insured premises is not occupied by you, you must inspect the insured premises at least weekly and take action to prevent further losses as any potential unauthorised use is discovered.</p> <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Money in transit	<p>You must ensure that cash, bank and currency notes in transit with a total value:</p> <ol style="list-style-type: none">1. between £2,000 and £6,000 is carried by at least two able-bodied adults;2. between £6,000 and £10,000 is carried by at least three able-bodied adults;3. in excess of £10,000 is carried by a Security Industry Authority approved cash and valuables in transit company. <p>Please check the policy schedule to see what cover you have for money as it may be lower than the above limits.</p> <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>

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

Special definitions for this section

Insured property

The **property** used in connection with **your activities** which belong to **you** or for which **you** are legally responsible, including:

1. **computers**;
2. **stock**;
3. event and exhibition equipment;
4. hired-in equipment;
5. documents; and
6. accessories associated with any of the above.

The following are not included within this definition:

- a. any mechanically propelled vehicle or mobile plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;
- b. any watercraft, marine rig or platform, hovercraft, aircraft, drone or other aerial device;
- c. **buildings**, land and water;
- d. **money**; or
- e. any item attached to any of the above.

In transit

1. In transit by road, rail, inland waterway or by person;
2. being loaded or unloaded in the course of transit by road, rail, inland waterway or by person; or
3. temporarily housed overnight away from any **insured premises** in the course of transit.

Unattended property

Any item of **property** which is not under the personal supervision of **you** or anyone authorised by **you**.

What is covered

We will insure **you**, up to the **amount insured** stated in the schedule for each location listed below, against **damage** occurring during the **period of insurance** to **insured property**:

Damage to insured property

1. anywhere in the United Kingdom, including while **in transit**;
2. anywhere in the European Union, including while **in transit**;
3. anywhere else in the world, including while **in transit**.

Additional cover

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

Reconstitution of electronic data

1. the reasonable costs of **reconstitution of data** as a direct result of **damage** covered under this section.

Reconstitution of documents

2. the reasonable costs of replacing or reconstituting **your** documents that are not held electronically and which **you** need to continue **your activities**, if such documents have been lost or destroyed as a direct result of **damage** covered under this section.

Alternative hire costs

3. the reasonable hire costs incurred by **you** for the necessary hire of a substitute item of similar type and capacity as a direct result of **damage** covered under this section, for the period beginning at the date of the **damage** until the **insured property** is repaired or replaced but for no longer than six months.

Continuing hire charges	4. continuing hire charges for insured property hired in by you while the insured property are being repaired or until permanently replaced as a direct result of damage covered under this section, provided: <ol style="list-style-type: none"> a. you are legally liable for such costs under a written contract; and b. we have made payment or admitted liability for such damage.
Alternative vehicle costs	5. if a vehicle or craft transporting insured property is disabled as a result of damage occurring during the period of insurance , the reasonable costs you incur in: <ol style="list-style-type: none"> a. transferring the insured property to another vehicle or craft; or b. hiring an alternative vehicle or craft of similar specification and capacity; <p>in order to fulfill your commitments to deliver the insured property to its intended destination within the United Kingdom or to return it to its place of dispatch, provided:</p> <ol style="list-style-type: none"> i. the damage is not otherwise excluded by any Property section of this policy; and ii. payment has been made or liability admitted by the insurer under any insurance covering such damage.
Reloading fallen property	6. the reasonable costs of reloading insured property in the event of it falling accidentally from the transporting vehicle or craft while in transit during the period of insurance .
Loss prevention costs	7. the reasonable and necessary costs you incur to protect the insured property from imminent insured damage occurring during the period of insurance .
Removal of debris	8. the reasonable costs and expenses you incur for clearance of the debris of insured property following damage covered under this section.
Additions to insured property	9. damage occurring during the period of insurance to any additional insured property , provided you tell us the additional values as soon as possible and pay the appropriate premium.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
 - c. **storm, flood or earth movement** unless the item is in a building of **standard construction**;
 - d. water leaking from burst pipes which form part of the permanent internal plumbing of any **insured premises** which is unoccupied and not in use;
 - e. coastal or river erosion;
 - f. a rise in the water table;
 - g. theft from an **unattended vehicle** unless the item is completely hidden within the storage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer are fully operational;
 - h. theft of **unattended property** away from any **insured premises** unless involving violent or forcible entry into or exit from a securely locked room or building.
2. **damage** to any item being cleaned, worked on or maintained.
3. **damage** to any item while:
 - a. stowed in the hold of any aircraft or watercraft, whether **in transit** or otherwise;
 - b. in the care, custody or control of any airport or seaport operator or any agent of any airport or seaport operator; or
 - c. **in transit** by courier or postal service where the method of delivery does not require

a recipient's signature on receipt.

4. **damage** to any item that **you** have hired out to a third party.
5. loss by fraud or dishonesty, other than the direct physical theft of **property**.
6. the value to **you** of any lost or distorted information.
7. **damage** to any item, other than **computers**, directly resulting from its own **failure**.
8. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
9. unexplained loss or disappearance or inventory shortage.
10. loss due to clerical or accounting errors.
11. consequential, indirect or financial losses of any kind, other than as provided under **What is covered, Additional cover**.
12. 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.
13. the amount of the **excess**.
14. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;.
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 14.a. or 14.b. above, it will be for **you** to show that the exclusion does not apply.

15. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
 - a. a **cyber attack** or fear or threat of a **cyber attack**;
 - b. a **hacker** or fear or threat of a **hacker**; or
 - c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

16. **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.
17. loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

How much we will pay

We will pay up to the **amount insured** stated in the schedule unless limited below or in the schedule.

Repair and replacement

At our option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **insured property** other than **stock** and hired-in equipment, the cost of repair or replacement as new.

2. for **stock** other than second-hand merchandise goods, samples and goods held in trust, the cost of repair or replacement at the cost price to **you**.
3. for second-hand merchandise goods and samples, the cost of repair or replacement at the trade market value.
4. for hired-in equipment, the lesser of:
 - a. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
 - b. the costs of repair of the hired-in equipment;
 - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
5. for goods held in trust, the lesser of:
 - a. **your** liability in respect of the goods held in trust;
 - b. the cost of repair or replacement at the trade market value of such goods.

Pairs and sets

If any **insured property** that has an increased value because it forms part of a pair or set suffers **damage** any payment **we** make will take account of the increased value.

Claims preparation costs

We will pay the costs **you** incur with **our** prior written consent in preparing a claim following **damage** insured by this section. However **we** will not pay for the costs of preparing any claim if the total amount claimed by **you** under all Property sections of this **policy** combined is less than £25,000.

The most **we** will pay for the costs of preparing any claim is £50,000 or 10% of the total amount claimed under all Property sections of this **policy** combined, whichever is less. The most **we** will pay for the costs of preparing all claims during the **period of insurance** is £100,000.

These limits are aggregate limits applying across all Property sections of this **policy**.

Other interests

Any payment will take into account the interest of any **interested party**, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Special limits

Limit per vehicle or craft

The most **we** will pay for **damage to insured property** in any one vehicle or craft while **in transit** is £25,000 or the **amount insured** under this section, whichever is less.

Computer breakdown

The most **we** will pay for any loss arising from **damage to computers** directly resulting from their own **failure** is the amount stated in the schedule. This limit is an aggregate limit applying across the contents, property away and in transit and business interruption sections of this **policy**.

Your obligations

If any damage occurs

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any **damage** which might be covered.
2. unless **you** notify any third-party carrier of the **insured property** of any **damage you** discover within the time limits for notification of damage stipulated in **your** contract of carriage with them;
3. unless **you** notify **us** of any loss arising from theft or attempted theft by any director, partner or employee of **yours** within ten working days of its discovery by **you**;
4. unless **you** report to the police or relevant local authority, as soon as reasonably possible, any **damage** arising from theft, attempted theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them;
5. unless **you** 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;
6. to any **interested party** unless **you** have advised us of the nature and extent of their



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interest together with their name and address.

Backing-up electronic data

You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from each backed up device. If **you** do not, **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

Hiring in equipment

When hiring in **insured property** **you** must complete and record an inventory check and inspect all **insured property** for **damage** prior to acceptance and agree a schedule of any **damage** with the hire company before taking charge of the **insured property**. Upon returning the **insured property** to the hire company **you** must only return the **insured property** to persons authorised within the hire company to accept the return of equipment.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

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

Special definitions for this section

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

What is covered

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

What is not covered

We will not make any payment for:

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

How much we will pay

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

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

Your obligations

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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

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1. register online at <http://www.hrsolutions-uk.com/registrations/>;
2. you will then receive a confirmation email from Business HR Solutions' support team asking you to create your password;
3. you now have access to the Business HR Solutions' site;
4. we encourage you to bookmark the site for ease of reference (<https://hrsolutions.force.com/support>).

Website resources

Included as standard through an easy to navigate website:

1. access to a variety of employee contracts, forms, policies, letters and a handbook that you may need to manage your staff;
2. a wide range of downloadable guides;
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4. monthly e-newsletters, keeping you up-to-date with changes in the law.

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With your access to Business HR Solutions you are also entitled to one **free** call to the advice line service per annum. To take advantage of this service please call 0333 247 2005 or email help@hrsolutions-uk.com. If you have not already registered on the website, then please have your policy number to hand when you call, or include it in your email.

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

You are also able to purchase additional time for just £95 per hour plus VAT if and when needed, saving on solicitor's bills and reducing the risk of legal claims. All purchased unused time is saved for your next call.

Support

If you are having difficulty accessing the website, then please contact the helpline on 0333 247 2005 who will attempt to resolve the issue with you.