



Hiscox Insurance  
Your policy wording



# Hiscox Insurance

## Policy wording

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# Hiscox Insurance

## Policy wording

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### **Introduction**

Thank you for choosing Hiscox. We hope that the language and layout of this policy wording are clear because we want you to understand the insurance we provide as well as the responsibilities we have to each other. Where some words are shown in bold, these are defined in each section of the wording. Please read this document, including the policy schedule, policy summary and statement of fact, and let us know as soon as possible if any of the details are shown incorrectly.

We always try to deliver to the highest standards of service. Your views are important to us, so if you feel that our service is below the standard you would expect, please contact your broker who can work with Hiscox to resolve this.

# Professional insurance portfolio

Policy wording

## A seamless integrated insurance solution for professionals.

Please read this policy wording, together with any **endorsements** and **your** schedule, very carefully and keep them in a safe place. If anything is incorrect or changes, please notify **us** immediately.

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

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### Our promise to you

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



#### **Ben Horton**

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

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### Complaints procedure

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

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

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

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service to review **your** case. This does not affect **your** legal rights.

Address:  
Financial Ombudsman Service  
Exchange Tower

London E14 9SR

Telephone: 0800 023 4567 or +44 20 7964 0500 from outside the United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you contact them or us, please quote the policy number shown in your policy schedule.

# General terms and conditions

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<b>General definitions</b>	<p><b>We</b> use some words throughout this <b>policy</b> with the same meaning wherever they appear. These are shown in bold type and <b>we</b> explain what they mean below.</p> <p>Any other definitions when used in particular sections of the <b>policy</b> are shown in bold and have the same meaning whenever they appear in that section. <b>We</b> explain what they mean in the 'Special definitions' section of that part of the <b>policy</b>.</p>
<b>Artificial intelligence</b>	<p>Any machine learning, logical, statistical or other algorithm in <b>computer or digital technology</b> that can:</p> <ol style="list-style-type: none"><li>1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or</li><li>2. adapt or vary its operation proactively, or in response to inputs.</li></ol>
<b>Asbestos risks</b>	<ol style="list-style-type: none"><li>1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>2. exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>3. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.</li></ol>
<b>Business</b>	<p><b>Your</b> business or profession as shown in <b>your</b> schedule.</p>
<b>Civil commotion</b>	<p>Where 12 or more persons are present together, whether in a public or private place, with a common purpose (which may be inferred from conduct):</p> <ol style="list-style-type: none"><li>1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or</li><li>2. which causes a person of reasonable firmness, had such person been present at the scene, to fear for their safety. For the purposes of this definition, no person of reasonable firmness need actually be, or be likely to be, present at the scene.</li></ol>
<b>Communicable disease</b>	<p>Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.</p>
<b>Computer or digital technology</b>	<p>Any <b>programs</b>, 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.</p>
<b>Computer or digital technology error</b>	<p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"><li>1. creation, handling, entry, modification or maintenance of; or</li><li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,</li></ol> <p>any <b>computer or digital technology</b>.</p>
<b>Confiscation</b>	<p>Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.</p>
<b>Cyber attack</b>	<p>Any digital attack or interference, whether by a <b>hacker</b> or otherwise, attempting or resulting in:</p> <ol style="list-style-type: none"><li>1. access to;</li><li>2. extraction of information from;</li><li>3. disruption of access to or the operation of; or</li><li>4. damage to:</li></ol> <p>any data or <b>computer or digital technology</b>, including but not limited to any:</p> <ol style="list-style-type: none"><li>a. <b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li><li>b. denial of service attack or distributed denial of service attack.</li></ol>

<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Geographical limits</b>	The geographical area shown in <b>your</b> schedule.
<b>Hacker</b>	Any <b>artificial intelligence</b> , entity or person, including any employee of <b>yours</b> , who gains or attempts to gain unauthorised access to or use of any: <ol style="list-style-type: none"> <li>1. <b>computer or digital technology</b>; or</li> <li>2. data held electronically by <b>you</b> or on <b>your</b> behalf.</li> </ol>
<b>Nuclear risks</b>	<ol style="list-style-type: none"> <li>1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li> <li>2. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li> <li>3. all operations carried out on any site or premises on which anything in a. or b. above is located.</li> </ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in <b>your</b> schedule.
<b>Personal data</b>	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.
<b>Policy</b>	This insurance document and <b>your</b> schedule, including any <b>endorsements</b> .
<b>Program(s)</b>	Code or instructions which tell <b>computer or digital technology</b> how to process data or interact with ancillary equipment, systems or devices.
<b>Social engineering communication</b>	Any request directed to <b>you</b> or someone on <b>your</b> behalf by any <b>artificial intelligence</b> , entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.
<b>Solar weather</b>	Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.
<b>Terrorism</b>	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"> <li>1. is committed for political, religious, ideological, racial or similar purposes; and</li> <li>2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and <ol style="list-style-type: none"> <li>a. involves violence against one or more persons; or</li> <li>b. involves damage to property; or</li> <li>c. endangers life other than that of the person committing the action; or</li> <li>d. creates a risk to health or safety of the public or a section of the public; or</li> <li>e. is designed to interfere with or to disrupt an electronic system.</li> </ol> </li> </ol>
<b>War</b>	War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/us/our</b>	The insurers named in <b>your</b> schedule.
<b>You/your</b>	The insured named in the schedule.
<b>General conditions</b>	The following conditions apply to the whole of this <b>policy</b> . Any other conditions are shown in the section to which they apply.
Presentation of the risk	<ol style="list-style-type: none"> <li>1. In agreeing to insure <b>you</b> and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given <b>us</b>. <b>You</b> must provide a fair presentation of the risk and must take care when answering any questions <b>we</b> ask by ensuring that all information provided is true, accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which <b>you</b> (including <b>your</b> senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.</li> </ol>

If you fail to make a fair presentation	<p>2. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to present the risk to <b>us</b> fairly, <b>we</b> may treat this <b>policy</b> as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> and <b>we</b> will be entitled to retain all premiums paid.</p> <p>b. If <b>we</b> establish that <b>you</b> failed to present the risk to <b>us</b> fairly but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> made a fair presentation of the risk, as follows:</p> <p>i. if <b>we</b> would not have provided this <b>policy</b>, <b>we</b> may treat it as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b>. <b>We</b> will refund any premiums <b>you</b> have paid; or</p> <p>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the start of the <b>period of insurance</b>. This may result in <b>us</b> making no payment for a particular claim or loss. <b>You</b> must reimburse any payment made by <b>us</b> that <b>we</b> would not have paid if such terms had been in effect.</p>
Change of circumstances	<p>3. <b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b> (a material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance). <b>We</b> may then change the terms and conditions of this <b>policy</b> or cancel it in accordance with the cancellation condition.</p>
If you fail to notify us of a change of circumstances	<p>4. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to:</p> <p>i. notify <b>us</b> of a change of circumstances which may materially affect the <b>policy</b>; or</p> <p>ii. comply with the obligation in 1. above to make a fair presentation of the risk to <b>us</b> when providing us with information in relation to a change of circumstances;</p> <p><b>we</b> may treat this <b>policy</b> 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. <b>You</b> must reimburse all payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will be entitled to retain all premiums paid.</p> <p>b. If <b>we</b> establish that <b>you</b> failed to notify <b>us</b> of a change of circumstances or to make a fair presentation of the risk to <b>us</b> when providing <b>us</b> with information in relation to a change of circumstances, but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> fairly presented the change of circumstances to <b>us</b>, as follows:</p> <p>i. if <b>we</b> would have cancelled this <b>policy</b>, <b>we</b> 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. <b>You</b> must reimburse any payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will refund any premiums <b>you</b> have paid in respect of any period after the date when cancellation would have been effective; or</p> <p>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the date when <b>your</b> circumstances changed. This may result in <b>us</b> making no payment for a particular claim or loss.</p>
Reasonable precautions	<p>5. <b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair. <b>We</b> will not make any payment under this <b>policy</b> in respect of any incident occurring whilst <b>you</b> are not in compliance with this condition unless <b>you</b> 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.</p>
Premium payment	<p>6. <b>We</b> will not make any payment under this <b>policy</b> until <b>you</b> have paid the premium.</p>
Cancellation	<p>7. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro-rata refund of the premium for the remaining portion of the <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium:</p> <p>a. under £20; or</p> <p>b. if <b>we</b> have accepted any notification of any claim, potential claim or loss before the cancellation takes effect.</p> <p>If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b>. In this</p>

event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

- Multiple insureds 8. The most **we** will pay is the relevant amount shown in **your** schedule.  
If more than one insured is named in **your** 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 **your** schedule, or if there is more than one insured named in **your** schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.
- Aggregate limit 9. Where a section of this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under that section of **your policy** during the **period of insurance**.
- 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 if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.
- 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.
- Non-admitted 15. This **policy** is negotiated and made in the United Kingdom between **you** and **us**. **We** are authorised to conduct insurance business in the United Kingdom and in certain other jurisdictions. **You** acknowledge that no solicitation for the **policy** has been made by **us** outside of the United Kingdom, that unless otherwise agreed in writing the **policy** is subject to English Law and jurisdiction and that claims are payable in the United Kingdom. **You** acknowledge that any applicable local taxes outside of the United Kingdom, Channel Islands, Isle of Man, Gibraltar, the European Economic Area, or other jurisdiction in which **we** have informed **you** that **we** are authorised to conduct insurance business, will be paid by **you** directly to the appropriate authority.
- Several liability 16. This clause applies if more than one insurer and/or a Lloyd's syndicate is party to this **policy**.  
The liability of an insurer or syndicate under this **policy** is several and not joint with any other insurers or syndicates party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. **We** will provide **you**, on request, with details of the insurers/syndicates who are party to this **policy** and the proportions of liability they have underwritten.
- Sanctions 17. **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.

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**General claims conditions** The following claims conditions apply to the whole of this **policy**. **You** must also comply with the conditions shown in each section of the **policy** under the heading **Your obligations**.

- Your obligations 1. **We** will not make any payment under this **policy** unless **you**:

- 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**.
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 legally 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.

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## General exclusions

The exclusions set out below apply to each and every section of this **policy** and shall not be varied by any other provision in this **policy**. Where the exclusions below are not consistent with any other provision in this **policy**, these exclusions apply and shall override the inconsistent provision.

In addition, other exclusions apply to this **policy** and these are included in the particular sections of the **policy** to which they apply.

1. We will not make any payment for any damage, loss, cost, expense or claim directly or indirectly caused by, contributed to by, resulting from or in connection with:
  - a. **solar weather**;
  - b. any fear or threat of 1.a.; or
  - c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 1.a.

# Public and products liability (Office, workspace and professions)

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

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## Special definitions for this section

<b>Abuse or molestation</b>	<ol style="list-style-type: none"><li>1. Physical, mental or financial abuse, assault, battery, mistreatment or maltreatment;</li><li>2. sexual exploitation or any actual or attempted sexual relations, sexual contact or intimacy;</li><li>3. discrimination, victimisation, harassment, voyeurism, invasion of privacy or any use or distribution of images, in whatever manner, without the consent of any person shown; or</li><li>4. any other act of a sexual nature or undertaken with a sexual motive.</li></ol>
<b>Abuse or molestation retroactive date</b>	The date stated as the retroactive date in the Abuse or molestation cover section of <b>your</b> schedule.
<b>Activities</b>	<p>Any activities <b>you</b> have declared to <b>us</b> and which are stated in the Business field of <b>your</b> schedule.</p> <p>The following are also included where they are incidental to such activities:</p> <ol style="list-style-type: none"><li>1. the maintenance of property or premises owned or occupied by <b>you</b>;</li><li>2. the provision or management of:<ol style="list-style-type: none"><li>a. canteen, social, sports, education or welfare organisations; or</li><li>b. first aid or security services,</li></ol>for the benefit of <b>your employees</b>; and</li><li>3. attendance at conferences and promotional events within the <b>geographical limits</b> which directly relate to <b>your</b> activities.</li></ol>
<b>Bodily injury</b>	Death, or any bodily injury, illness, disease or mental injury.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any legal right: <ol style="list-style-type: none"><li>1. to access or use land or water; or</li><li>2. of air or light.</li></ol>
<b>Drone</b>	Any remotely controlled un-manned aerial vehicle and any accessories used with such craft.
<b>Employee</b>	Any person working for <b>you</b> in connection with <b>your activities</b> who is: <ol style="list-style-type: none"><li>1. employed by <b>you</b> under a contract of service or apprenticeship;</li><li>2. hired to or borrowed by <b>you</b>;</li><li>3. self-employed or working on a labour-only basis under <b>your</b> control or supervision;</li><li>4. engaged by labour-only sub-contractors;</li><li>5. a labour master or a person supplied by them;</li><li>6. engaged under a work experience or training scheme; or</li><li>7. a voluntary worker engaged with <b>your</b> permission.</li></ol>
<b>Inefficacy</b>	The failure of any of <b>your products</b> to perform the function or serve the purpose for which it was intended.
<b>Personal injury</b>	<ol style="list-style-type: none"><li>1. False arrest, detention or imprisonment;</li></ol>

2. malicious prosecution; or
3. wrongful entry into, or eviction of a person from, a room, dwelling or premises which they occupy.

<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods which are: <ol style="list-style-type: none"> <li>1. sold, supplied, distributed, manufactured, constructed, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b>; and</li> <li>2. not in <b>your</b> care, custody or control at the time of any occurrence giving rise to a claim under this section of <b>your policy</b>.</li> </ol>
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Land-based mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>United Kingdom</b>	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
<b>You/your</b>	The insured named in <b>your</b> schedule. This also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> director, partner, trustee, committee member, senior manager or officer in actual control of <b>your</b> operations.

## What is covered

Claims against you	<p>If, as a result of <b>your activities</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"> <li>1. <b>bodily injury</b>, other than <b>abuse or molestation</b>, or <b>property damage</b> occurring during the <b>period of insurance</b>; or</li> <li>2. <b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>,</li> </ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation, including <b>your</b> liability for any claimants' legal costs and expenses. This includes a claim against any <b>employee</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Abuse or molestation claims	<p>If, as a result of <b>your activities</b>, any party brings a claim against <b>you</b> during the <b>period of insurance</b> for <b>abuse or molestation</b> committed after the <b>abuse or molestation retroactive date</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation. This includes a claim against any <b>employee</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p>However, <b>we</b> will not in any event provide cover:</p> <ol style="list-style-type: none"> <li>1. in respect of any allegation of slavery or people trafficking; or</li> <li>2. to any party who commits, condones or ignores any <b>abuse or molestation</b>.</li> </ol> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners, trustees, committee members, <b>employees</b> or the spouse, domestic or civil partner of any such person against legal liability as a result of <b>bodily injury</b>, <b>property damage</b> or <b>personal injury</b>, which falls within the scope of <b>What is covered</b>, Claims against you, and which is incurred in a personal capacity while temporarily outside the <b>United Kingdom</b>. However, <b>we</b> will not make any payment where such liability:</p> <ol style="list-style-type: none"> <li>1. arises out of:       <ol style="list-style-type: none"> <li>a. any loss of a third party's key or electronic pass card;</li> <li>b. any failure to secure a third party's premises;</li> <li>c. the ownership or occupation of land or buildings; or</li> </ol> </li> </ol>

2. is covered by any other insurance.

#### Claims against principals

If, as a result of **your activities**, any party brings a claim which falls within the scope of **What is covered**, Claims against you, against any:

1. named third party as stated in the Public and products liability section of **your** schedule; or
2. other third party with whom **you** have entered into a contract or agreement in connection with **your activities**,

and **you** would have been liable for that claim had it been brought against **you**, **we** will treat such claim as if it had been made against **you** and make the same payment to the party stated in 1. or 2. above which **we** would have made to **you**, provided that the party stated in 1. or 2. above:

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

#### Cross liabilities

If more than one insured is named in **your** 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 applicable limit of indemnity stated in **your** schedule.

#### Loss of third party keys

If, during the **period of insurance** and as a result of **your activities**, **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.

#### 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 activities**, 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.

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

#### Unauthorised use of third party telephones by your employees

If, during the **period of insurance** and as a result of **your activities**, 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.

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

#### Defective Premises Act

If, during the **period of insurance**, **you** dispose of any premises in connection with **your activities** 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, **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:

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

#### Additional cover

##### Representation costs

At **your** request, **we** will pay **your** reasonable costs to:

1. defend **you** or any **employee** if any governmental, administrative or regulatory body brings any criminal action against **you** or such **employee** for any breach of statute or regulation;
2. represent **you** or any **employee** at any properly constituted external investigation, inquiry or professional disciplinary proceeding, including representation at a coroner's inquest or equivalent; and

3. assist **you** or any **employee** in responding to a request made by a coroner or equivalent, the police or a member of the judiciary for documentation or other assistance,

within the **United Kingdom**. This includes any related appeal which **we** consider has reasonable prospects of success.

**We** will only pay these costs:

- a. if the costs relate directly to any actual or potential claim covered under this section;
- b. if the payment of such costs is likely, in **our** reasonable opinion, to reduce the amount of any actual or potential claim;
- c. if **you** have **our** prior written agreement before such costs are incurred; and
- d. up to the date of any admission by or final adjudication against **you** or the relevant **employee** that any breach of statute or regulation occurred.

However, **we** will not in any event pay any representation costs for any **employee** bringing a claim under this section.

Court attendance compensation

If **you** or any **employee** of **yours** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** the compensation stated in **your** schedule for each day, or part of a day, that their attendance is required by **us**.

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### What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

- |  |   |
|--|---|
| Property for which you are responsible | <p>A. <b>We</b> will not make any payment for any claim or part of a claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> <li>1. <b>property damage</b> to any item belonging to <b>you</b> or which at the time of the loss, damage or destruction is in <b>your</b> care, custody or control. This does not apply to:             <ol style="list-style-type: none"> <li>a. vehicles or personal effects belonging to <b>your employees</b> or visitors, while on <b>your</b> premises;</li> <li>b. premises, including their contents, fixtures and fittings, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your activities</b>;</li> <li>c. premises, including their contents, fixtures and fittings, which are rented to <b>you</b>, unless <b>you</b> are obliged by lease or other agreement to maintain property insurance cover in respect of these;</li> <li>d. property belonging to <b>your</b> clients or customers, provided that the loss or damage to such property occurs while it is in the process of being installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b>; or</li> <li>e. loss of a third party's keys or electronic pass cards.</li> </ol> </li> </ol> |
| Vehicles and craft                     | <ol style="list-style-type: none"> <li>2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, <b>drone</b>, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters), electric or motorised scooter or cycle, hoverboard or any mechanically propelled vehicle or its trailer.             <p>This does not apply to:</p> <ol style="list-style-type: none"> <li>a. any <b>tool of trade</b>; or</li> <li>b. the loading or unloading of any vehicle off the highway.</li> </ol> </li> </ol>  |
| Injury to employees                    | <ol style="list-style-type: none"> <li>3. <b>bodily injury</b> to any:             <ol style="list-style-type: none"> <li>a. <b>employee</b>; or</li> <li>b. person supplied by <b>you</b> to a client under contract which occurs anywhere other than at <b>your</b> premises.</li> </ol> </li> </ol>  |
| Defamation and intellectual property   | <ol style="list-style-type: none"> <li>4.             <ol style="list-style-type: none"> <li>a. defamation, including but not limited to libel, slander, trade libel, product disparagement and malicious falsehood; or</li> <li>b. any infringement of intellectual property rights including but not limited to copyright, trademark or moral rights or any act of passing-off.</li> </ol> </li> </ol>  |
| Personal data                          | <ol style="list-style-type: none"> <li>5. any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to <b>personal data</b>.</li> </ol>  |

- Confidential corporate information 6. any actual or alleged negligent or intentional misuse, unauthorised disclosure, dissemination or improper use of corporate confidential information, including but not limited to trade secrets, financial data, client lists, marketing strategies, proprietary technology, or any other sensitive information which **you** are legally required to keep confidential.
- Pollution 7. a. i. any **pollution**; or  
 ii. any **bodily injury** or **property damage** directly or indirectly caused by any **pollution**,  
 unless the **pollution** is caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**; or  
 b. any **pollution** occurring in the United States of America or Canada.
- Cyber incidents 8. or contributed to by, resulting from or in connection with any:  
 a. **cyber attack**;  
 b. **hacker**;  
 c. **social engineering communication**;  
 d. **computer or digital technology error**;  
 e. any fear or threat of 8.a. to 8.c. above; or  
 f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 8.a. to 8.e. above.
- Professional advice 9. the provision or preparation of, or the failure to provide or prepare any:  
 a. technical drawing, blueprint or plan;  
 b. design, specification or formula;  
 c. **program** or automated system; or  
 d. instruction, training, direction or advice,  
 by **you** or on **your** behalf.  
 However, this exclusion does not apply to any accompanying printed safety advice relating to **your products**.
- Treatment, care, diagnosis or prescription 10. a. the provision of or failure to provide any treatment, remedy, therapy or care of a person or animal, other than the provision of first aid to a person in connection with **your activities**;  
 b. the medical, dental or veterinary diagnosis of or failure to diagnose any person or animal;  
 c. the prescription of or failure to prescribe any drug or medicine; or  
 d. the administration of or failure to administer any drug, medicine, vaccination or any medical, dental or veterinary test.
- Tour operator's liability 11. any of **your activities** where **you** are deemed in law to be liable, solely as a result of:  
 a. the Package Travel and Linked Travel Arrangements Regulations 2018;  
 b. any similar or successor legislation; or  
 c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.
- Product recall 12. the costs of recalling, removing, repairing, reconditioning or replacing any **product** or any of its parts.
- Your products 13. any **products**:  
 a. classed as aircraft, **drones**, missiles, spacecraft or any other aerial device, including any associated ground support or control equipment;  
 b. installed in aircraft, **drones**, missiles, spacecraft or any other aerial device, or which are used in connection with such items;  
 c. used as tooling in the manufacture of aircraft, **drones**, missiles, spacecraft or any other aerial device, including ground-handling tools and equipment;

- d. i. classed as; or
  - ii. designed for use in and which affect the driving or riding capabilities of, any vehicle, scooter or cycle where such item has an integral source of power to enable movement or operation;
  - e. designed for medical purposes and which are permanently implanted into the human body; or
  - f. i. classed as cigarettes, e-cigarettes, cigars, e-cigars or vapes; or
  - ii. which contain, use or are derived from tobacco or nicotine, including any related by-products.
- Opioids 14. or contributed to by, resulting from or in connection with the use, sale, promotion, manufacture, supply, distribution, delivery, transport, transfer, possession or prescription of any opioid, opioid product or product derived from or containing opium or opiates.
- Inefficacy 15. **inefficacy.**
- Deliberate or reckless acts 16. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
- Placed personnel 17. the actions of any person supplied by **you** to a client under contract.
- Railways and aircraft 18. the operation, maintenance or construction of any:
  - a. railway, rail track, rail signalling or rolling stock; or
  - b. aircraft, **drone**, missile, spacecraft or any other aerial device.
- Contracts 19. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
- Terrorism, civil commotion, war or nuclear 20. or contributed to by, resulting from or in connection with any:
  - a. **terrorism**;
  - b. **civil commotion**, strike or industrial action;
  - c. **war**;
  - d. **nuclear risks**;
  - e. fear or threat of 20.a. to 20.d. above; or
  - f. action taken in controlling, preventing, suppressing, responding or in any way relating to 20.a. to 20.e. above.

If there is any dispute between **you** and **us** over the application of 20.a. or 20.b. above, it will be for **you** to show that the exclusion does not apply.
- Confiscation 21. **confiscation.**
- Asbestos 22. **asbestos risks.**
- Perfluoroalkyl and polyfluoroalkyl substances 23. or contributed to by, resulting from or in connection with any:
  - a. perfluoroalkyl or polyfluoroalkyl substances;
  - b. any fear or threat of 23.a. above; or
  - c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 23.a. or 23.b. above.
- B. **We** will not make any payment for:
- Restricted recovery 1. that part of any claim where **your** right of recovery is restricted by any contract.
- Non-compensatory payments 2. any fines, penalties, punitive or exemplary damages, or compensation ordered or awarded by a criminal court.
- Claims outside the applicable courts 3. any claim, including arbitration, brought outside the countries stated in the Applicable courts field of the Public and products liability section of **your** schedule. This also applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or

award from outside the countries stated in the Applicable courts field of the Public and products liability section of **your** schedule.

- Geographical limits 4. any claim brought against **you** or representation costs arising from any:
- a. **activities** carried out by **you** or on **your** behalf; or
  - b. **bodily injury** or **property damage** arising from any **products** which occurs, in any country outside the **geographical limits**.
- Excess 5. the amount of any **excess**.

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#### How much we will pay

**We** will pay up to the limit of indemnity stated in **your** schedule for each and every claim or loss, unless limited below or in **your** schedule. **We** will also pay for **defence costs** in addition to the limit of indemnity stated in **your** schedule.

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 amount of any **excess** stated in **your** schedule for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing breach of duty in connection with **your activities** will be regarded as one claim.

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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 such claims or their **defence costs**.

#### Special limits

Abuse or molestation For claims brought against **you** for **abuse or molestation**, the most **we** will pay is the amount stated in **your** 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**. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount stated in **your** schedule.

Claims brought against you in USA or Canada If it is stated in **your** schedule that cover is provided for claims brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**.

Unauthorised use of third party telephones by your employees The most **we** will pay for the total of all claims and their **defence costs** arising from the unauthorised use of a third party's telephone system is the amount stated in **your** schedule.

#### Additional cover

Representation costs The most **we** will pay for the total of all representation costs covered under this section of the **policy** is the amount stated in **your** schedule.

Court attendance compensation The most **we** will pay for the total of all court attendance covered under this section of the **policy** is stated in **your** schedule.

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#### Your obligations

- Notification of claims A. **We** will not make any payment under this section unless **you** notify **us**:
1. as soon as possible and in any event within seven days of:
    - a. a claim or anything which may give rise to a claim for or arising out of **bodily injury** or **abuse or molestation**;
    - b. **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**; or
    - c. anything which may give rise to a request for **us** to pay representation costs under **What is covered**, **Additional cover**, Representation costs.

2. promptly of any other claim or anything which may give rise to any other claim against **you**, including **your** discovery that **your products** are defective.

At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

**You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows:

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

by post to: UKSC Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.

Please ensure **you** quote **your** policy number.

Not admitting liability	B. 1. When dealing with <b>your</b> client or any third party, <b>you</b> must not admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement.
Our rights of recovery	2. <b>You</b> must ensure that <b>our</b> rights of recovery against any third party, including but not limited to any subrogated rights of recovery, are not restricted or financially limited by any term in any contract or agreement into which <b>you</b> have entered, unless <b>you</b> have our prior agreement in writing.
Correcting problems	3. <b>You</b> must take reasonable steps to remedy or rectify, at <b>your</b> expense, any defect or failure in the goods or services <b>you</b> have supplied to any client, customer or distributor.  <b>We</b> will not make any payment under this section in respect of any incident occurring while <b>you</b> are not in compliance with the conditions stated under <b>Your obligations</b> , B.1. to B.3. above, unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the claim arising or the loss occurring or the amount of the claim or loss.

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<b>Control of defence</b>	<b>We</b> have the right, but not the obligation, to take control of and conduct in <b>your</b> name the investigation, settlement or defence of any claim or any part of a claim.  <b>You</b> must give <b>us</b> the information and co-operation which <b>we</b> may reasonably require and take all reasonable steps to defend any claim. <b>You</b> should not do anything which may prejudice <b>our</b> position.
Appointment of legal representation	<b>We</b> 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	<b>We</b> 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: <ol style="list-style-type: none"><li>1. not wholly covered by this section; or</li><li>2. made against <b>you</b> and any other party who is not covered under this section,</li></ol> then, at the outset of the claim, <b>we</b> and <b>you</b> agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim and associated costs, including <b>defence costs</b> on the basis of the relative legal and financial exposures.
Advancement of defence costs	<b>We</b> will pay <b>defence costs</b> covered by this section on an ongoing basis prior to the final resolution of any claim. However, <b>we</b> will not pay any <b>defence costs</b> in connection with any claim or part of a claim which is not covered under this section. <b>You</b> must reimburse <b>us</b> for any <b>defence costs</b> paid where it is determined there is no entitlement under this section.
Payment of full limit of indemnity	<b>We</b> have no further duty to indemnify <b>you</b> against any claim where <b>we</b> pay <b>you</b> the applicable limit of indemnity as described in <b>How much we will pay</b> , Paying out the limit of indemnity, or if the overall limit of indemnity stated in <b>your</b> schedule has been exhausted.
Payment of excess	<b>Our</b> duty to make any payment under this section arises only after the applicable <b>excess</b> is fully paid. The <b>excess</b> will only be eroded by the covered parts of a claim.
Disputes	For the purposes of <b>Control of defence</b> in this section of the <b>policy</b> , <b>General condition 14</b> , Arbitration, within the <b>General terms and conditions</b> 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 King'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 King'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**.

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# Employers' liability

## Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

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### Special definitions for this section

#### Activities

Any activities **you** have declared to **us** and which are stated in the Business field of **your** schedule.

The following are also included where they are incidental to such activities:

1. the maintenance of property or premises owned or occupied by **you**;
2. the provision or management of:
  - a. canteen, social, sports, education or welfare organisations; or
  - b. first aid or security services,for the benefit of **your employees**; or
3. attendance at conferences and promotional events which directly relate to **your** activities within the **geographical limits**.

#### Bodily injury

Death or any bodily injury, illness, disease or mental injury.

#### Defence costs

Costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**.

#### Employee

Any person working for **you** in connection with **your activities** who is:

1. employed by **you** under a contract of service or apprenticeship;
2. hired to or borrowed by **you**;
3. self-employed and working on a labour-only basis under **your** control or supervision;
4. engaged by labour-only sub-contractors;
5. a labour master or a person supplied by them;
6. engaged under a work experience or training scheme; or
7. a voluntary worker engaged with **your** permission,

provided such person is:

- a. normally resident in the **United Kingdom** or the Republic of Ireland; or
- b. working for **you** in the **United Kingdom** for a continuous period of at least 14 consecutive days.

#### United Kingdom

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

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## What is covered

#### Claims against you

If any **employee** brings a claim against **you** for **bodily injury** and such **bodily injury**:

1. occurs during the **period of insurance**;
2. arises out of their work for **you** in connection with **your activities**; and
3. occurs within the **geographical limits**,

**we** will indemnify **you** against the sums **you** have to pay as compensation, including **your** liability for any claimants' legal costs and expenses.

This includes any claim which is otherwise covered under this section where such claim arises from a **cyber attack**, a **hacker** or any **computer or digital technology error**.

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.

Claims against principals	<p>If, as a result of <b>your activities</b>, any <b>employee</b> brings a claim which falls within the scope of <b>What is covered</b>, Claims against you, against any:</p> <ol style="list-style-type: none"> <li>1. named third party as stated in the Employers' liability section of <b>your</b> schedule; or</li> <li>2. other third party with whom <b>you</b> have entered into a contract or agreement in connection with <b>your activities</b>,</li> </ol> <p>and <b>you</b> would have been liable for that claim had it been brought against <b>you</b>, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to the party stated in 1 or 2 above which <b>we</b> would have made to <b>you</b>, provided that the party stated in 1 or 2 above:</p> <ol style="list-style-type: none"> <li>a. has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li> <li>b. accepts that <b>we</b> can control the defence and settlement of the claim in accordance with the terms of this section;</li> <li>c. has not admitted liability or prejudiced the defence of the claim before we are notified of it; and</li> <li>d. gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li> </ol>
Unsatisfied court judgments	<p>If any <b>employee</b> obtains a judgment for damages following <b>bodily injury</b> against any company or individual operating from premises within the <b>United Kingdom</b> and that judgment remains unpaid for more than six months, <b>we</b> will pay to the <b>employee</b> at <b>your</b> request the amount of any unpaid damages and awarded costs provided that:</p> <ol style="list-style-type: none"> <li>1. the <b>bodily injury</b> is caused during the <b>period of insurance</b> and arises out of and in the course of their employment in connection with <b>your activities</b>;</li> <li>2. <b>we</b> would have covered <b>your</b> liability if <b>you</b> had caused the <b>bodily injury</b>;</li> <li>3. there is no appeal outstanding; and</li> <li>4. the <b>employee</b> assigns their judgment to <b>us</b>.</li> </ol>
<b>Additional cover</b>	
Representation costs	<p>At <b>your</b> request, <b>we</b> will pay <b>your</b> reasonable costs to:</p> <ol style="list-style-type: none"> <li>1. defend <b>you</b> or any <b>employee</b> if any governmental, administrative or regulatory body brings any criminal action against <b>you</b> or such <b>employee</b> for any breach of statute or regulation;</li> <li>2. represent <b>you</b> or any <b>employee</b> at any properly constituted external investigation, inquiry or professional disciplinary proceeding, including representation at a coroner's inquest or equivalent; and</li> <li>3. assist <b>you</b> or any <b>employee</b> in responding to a request made by a coroner or equivalent, the police or a member of the judiciary for documentation or other assistance,</li> </ol> <p>within the <b>United Kingdom</b>. This includes any related appeal which <b>we</b> consider has reasonable prospects of success.</p> <p><b>We</b> will only pay these costs:</p> <ol style="list-style-type: none"> <li>a. if the costs relate directly to any actual or potential claim covered under this section;</li> <li>b. if the payment of such costs is likely, in <b>our</b> reasonable opinion, to reduce the amount of any actual or potential claim; and</li> <li>c. if <b>you</b> have <b>our</b> prior written agreement before such costs are incurred; and</li> <li>d. up to the date of any admission by or final adjudication against <b>you</b> or the relevant <b>employee</b> that any breach of statute or regulation occurred.</li> </ol> <p>However, <b>we</b> will not in any event pay any representation costs for any <b>employee</b> bringing any claim against <b>you</b> under this section.</p>
Court attendance compensation	<p>If <b>you</b> or any <b>employee</b> of <b>yours</b> has to attend court as a witness in connection with a claim against <b>you</b> which is covered under this section, <b>we</b> will pay <b>you</b> the compensation stated in <b>your</b> schedule for each day, or part of a day that their attendance is required by <b>us</b>.</p>

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<b>What is not covered</b>	<p>In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of <b>your policy</b>.</p> <p><b>We</b> will not make any payment for:</p> <ol style="list-style-type: none"> <li>1. any claim or part of a claim or loss directly or indirectly due to:</li> </ol>
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Deliberate or reckless acts	a. any act, breach or omission <b>you</b> deliberately or recklessly commit, condone or ignore. However, this exclusion will only apply to the extent permitted by the laws of the <b>United Kingdom</b> in relation to compulsory employers' liability insurance.
Offshore employees	b. any <b>bodily injury</b> caused to any of <b>your employees</b> while they are offshore. An <b>employee</b> 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;
Road traffic legislation	c. any <b>bodily injury</b> to any <b>employee</b> while being carried in or upon, or entering or getting onto, or alighting from a vehicle as a passenger, for which insurance or security is required under any road traffic legislation; or
Placed personnel	d. any <b>bodily injury</b> to any person supplied by <b>you</b> to a client under contract.
Fines and penalties	2. any fines, penalties, punitive or exemplary damages, or compensation ordered or awarded by a criminal court.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries stated in the Applicable courts field of the Employers' liability section of <b>your</b> schedule.  This also applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the countries stated in the Applicable courts field of the Employers' liability section of <b>your</b> schedule.  For any claim, including arbitration, brought against <b>you</b> under this section by any <b>employee</b> normally resident in the Republic of Ireland, the countries stated in the Applicable courts field of the Employers' liability section of <b>your</b> schedule include the Republic of Ireland.

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#### How much we will pay

**We** will pay up to the limit of indemnity stated in **your** schedule, including **defence costs**, unless limited below or in **your** schedule.

All claims, losses and **defence costs** relating to one or more **employees** which arise from the same original cause or source, or a repeated or continuing series of events will be regarded as one claim.

#### Special limits

War, terrorism and nuclear risks

The most **we** will pay for the total of all claims, losses and **defence costs** arising from **war**, **terrorism** and **nuclear risks** covered under this section is the amount stated in **your** schedule. If **we** decide that this limit applies to a claim in respect of **terrorism**, it is **your** responsibility to prove that the claim does not arise from **terrorism**.

#### Additional cover

Representation costs

The most **we** will pay for the total of all representation costs covered under this section of the **policy** is the amount stated in **your** schedule.

Court attendance compensation

The most **we** will pay for the total of all court attendances covered under this section of the **policy** is the amount stated in **your** schedule.

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#### Your obligations

1. **You** must notify **us** as soon as possible and in any event within seven days of a claim or anything which may give rise to a claim under this section, including any request for **us** to pay representation costs.

**You** should make this notification directly to **us** and **your** insurance adviser, if **you** have one, as follows:

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

by post to: Hiscox Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.

Please ensure **you** quote **your** policy number.

At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

2. When dealing with **your 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 not comply with these obligations **we** may seek recovery from **you** of any payment

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**we** make under this section by an amount equal to the detriment that **we** have suffered as a result.

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**Control of defence**

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

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**Compulsory insurance**

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the **United Kingdom** 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.

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**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:

1. from **your** insurance adviser, if **you** have one;
2. by contacting **us**; or
3. at [www.elto.org.uk](http://www.elto.org.uk).

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

- a. employer name;
- b. full address of employer including postcode; and
- c. 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:

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

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

# Personal accident

## Policy wording

Please read **your** schedule to see whether **illness** and **compassionate leave** are covered by this section.

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

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### Special definitions for this section

<b>Activities</b>	Any activities <b>you</b> have declared to <b>us</b> and which are stated in the Business field of <b>your</b> schedule, including attendance at conferences and promotional events which directly relate to <b>your</b> activities.
<b>Accidental injury</b>	A <b>physical injury</b> which: <ol style="list-style-type: none"><li>1. is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the <b>period of insurance</b> and the <b>active time</b>; and</li><li>2. results in the <b>insured person's</b> death, <b>permanent disablement</b> or <b>temporary disablement</b>, within 12 months of the date of the event.</li></ol>
<b>Active time</b>	The time period stated in <b>your</b> schedule as the 'active time', being the time when the <b>insured person</b> is covered for <b>accidental injury</b> under this section and either: <ol style="list-style-type: none"><li>1. at any time;</li><li>2. occupational including commuting, which means while working for <b>you</b> in connection with <b>your activities</b>, including while travelling to and from the place of such work; or</li><li>3. occupational excluding commuting, which means while working for <b>you</b> in connection with <b>your activities</b>, excluding while travelling to and from the place of such work.</li></ol>
<b>Capital benefit</b>	The amount stated as the 'capital benefit amount' in <b>your</b> schedule <b>we</b> will pay <b>you</b> following each incident of <b>permanent disablement</b> or death of an <b>insured person</b> .
<b>Commuting expenses</b>	The reasonable costs of transporting an <b>insured person</b> between their main residence in the <b>United Kingdom</b> and their usual place of work for <b>you</b> in the <b>United Kingdom</b> if such <b>insured person</b> has suffered a <b>physical injury</b> which: <ol style="list-style-type: none"><li>1. is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the <b>period of insurance</b> and the <b>active time</b>;</li><li>2. does not result in their <b>permanent disablement</b> or <b>temporary disablement</b>; and</li><li>3. results in the <b>insured's person's</b> inability to commute using their normal means of transportation.</li></ol>
<b>Compassionate leave</b>	Discretionary leave granted by <b>you</b> to an <b>insured person</b> following: <ol style="list-style-type: none"><li>1. death;</li><li>2. admittance to a hospital intensive care unit; or</li><li>3. admittance to hospital for treatment of a terminal condition or cancer;</li></ol> of any parent, spouse, domestic partner, civil partner or child, including any adopted, foster or stepchild, of such <b>insured person</b> during the <b>period of insurance</b> , provided that such death or admittance to hospital could not reasonably have been foreseen by the <b>insured person</b> at <b>inception</b> .
<b>Counselling expenses</b>	The reasonable cost of psychological counselling by a suitably licensed and qualified psychological wellbeing practitioner, in connection with a covered claim for <b>permanent disablement</b> of an <b>insured person</b> under this section.
<b>Funeral expenses</b>	Reasonable costs of funeral provision and expenses reasonably incurred in connection with a valid claim under this section for an <b>insured person's</b> death arising directly from <b>accidental injury</b> . This includes repatriation expenses.
<b>Inception</b>	Start date of the <b>period of insurance</b> as stated in <b>your</b> schedule.
<b>Illness</b>	Disablement due to illness, sickness or disease which first manifests itself during the <b>period of insurance</b> and which results in the <b>insured person's temporary disablement</b> .

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<b>Insured person</b>	Any person stated in <b>your</b> schedule, provided that such person is: <ol style="list-style-type: none"> <li>1. aged between 16 and 75 years old at <b>inception</b>;</li> <li>2. legally resident in the <b>United Kingdom</b>; and</li> <li>3. currently employed by <b>you</b> but not supplied by <b>you</b> to a client under contract, unless otherwise stated in <b>your</b> schedule.</li> </ol>
<b>Loss of sight</b>	Total loss of sight in an eye.
<b>Loss of hearing</b>	Total loss of hearing in an ear.
<b>Loss of limb</b>	Loss by physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or total loss of use of a complete arm, hand, foot or leg.
<b>Loss of speech</b>	Total loss of speech.
<b>Medical expenses</b>	The reasonable cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges reasonably incurred in connection with a covered claim for <b>accidental injury</b> under this section. <b>Physiotherapy treatment expenses</b> are not included within this definition.
<b>Maximum absence period</b>	The time period stated in <b>your</b> schedule as the 'maximum absence period', being the maximum period for which <b>we</b> will pay for any <b>insured person's</b> uninterrupted absence from their work, commencing from the first date of their absence.
<b>Minimum absence period</b>	The time period stated in <b>your</b> schedule as the 'minimum absence period', being the minimum period for which <b>temporary disablement</b> must be suffered in order for <b>weekly benefits</b> to be paid under this section. This period does not apply to <b>compassionate leave</b> .
<b>Permanent disablement</b>	<ol style="list-style-type: none"> <li>1. <b>Loss of sight, loss of hearing, loss of limb or loss of speech</b>; or</li> <li>2. any disablement which entirely prevents the <b>insured person</b> from attending to any business or occupation for which the <b>insured person</b> is reasonably suited by training, education or experience and which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.</li> </ol>
<b>Physical injury</b>	Any identifiable physical injury, including illness and sickness, solely and directly resulting from the injury but not including any other illness, sickness, disease or naturally occurring condition.
<b>Physiotherapy treatment expenses</b>	The reasonable cost of physiotherapy treatment by a suitably licensed and qualified medical practitioner in connection with a covered claim for <b>accidental injury</b> under this section.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Recruitment expenses</b>	Reasonable expenses incurred by <b>you</b> with <b>our</b> prior written consent in the recruitment and selection process for the replacement of an <b>insured person</b> in connection with a valid claim for the death or <b>permanent disablement</b> of that <b>insured person</b> under this section.
<b>Retraining expenses</b>	Reasonable expenses incurred by <b>you</b> with <b>our</b> prior written consent in the retraining of an <b>insured person</b> for an alternative occupation in connection with a valid claim for the <b>permanent disablement</b> of that <b>insured person</b> under this section.
<b>Temporary disablement</b>	Disablement lasting without interruption for longer than the <b>minimum absence period</b> and which prevents the <b>insured person</b> from carrying out their usual occupation.
<b>United Kingdom</b>	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
<b>Weekly benefit</b>	The amount stated as the 'weekly benefit amount' in <b>your</b> schedule that <b>we</b> will pay <b>you</b> in respect of each <b>insured person</b> for each full week of their absence from their work for <b>you</b> during the <b>maximum absence period</b> , excluding holidays and sabbaticals and subject to the <b>minimum absence period</b> , due to <b>temporary disablement</b> or <b>compassionate leave</b> .
<b>Weekly salary</b>	The total gross basic weekly salary, excluding payments for overtime, commission or bonus, payable by <b>you</b> to the <b>insured person</b> at the first date of any <b>compassionate leave</b> .
<b>Workplace alteration expenses</b>	Reasonable expenses incurred by <b>you</b> with <b>our</b> prior written consent in making necessary alterations and adjustments to the <b>insured person's</b> workplace in connection with a valid claim for the <b>permanent disablement</b> of that <b>insured person</b> under this section.

This includes the **insured person's** home office or workstation within their main residence in the **United Kingdom**, if the work which they carry out of for **you** in connection with **your activities** normally takes place at such residence.

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## What is covered

Permanent disablement

**We** will pay **you** the **capital benefit** stated in **your** schedule if an **insured person** suffers **accidental injury** which results in their death or **permanent disablement**.

Temporary disablement

**We** will pay **you** the **weekly benefit** stated in **your** schedule if an **insured person**:

1. suffers **accidental injury** or **illness** which results in their **temporary disablement**; or
2. is granted **compassionate leave**.

**Your** schedule will show if **weekly benefits** are payable and if **illness** and **compassionate leave** are covered.

**Additional cover**

**We** will also pay **you**:

1. **medical expenses, physiotherapy treatment expenses, counselling expenses, commuting expenses and funeral expenses**:
  - a. incurred with **our** prior written consent by **you** on behalf of an **insured person**; or
  - b. incurred by or on behalf of an **insured person** where **you** have agreed with **our** prior written consent to reimburse or pay for such expenses; and
2. **retraining expenses, workplace alteration expenses and recruitment expenses** incurred by **you** directly as a result of a **permanent total disablement**.

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## What is not covered

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

Hazardous pursuits

1. any **accidental injury** sustained while taking part in:
  - a. the following winter sports: off-piste skiing unless accompanied by a suitably experienced guide, free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition;
  - b. free diving or the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
    - i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant club or association rules and guidelines at all times; or
    - ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
  - c. any activity or event which involves any:
    - i. endurance event, mass start racing event or assault course;
    - ii. combat sport or the use of any weapons;
    - iii. mountaineering, rock-climbing, canyoning, coasteering or gorge walking;
    - iv. white-water rafting, jet boating, jet skiing or kite surfing;
    - v. horse or camel riding or other equestrian activity; or
    - vi. other activity with a similarly increased risk of physical injury;
  - d. potholing, caving or any activity which takes place underground;
  - e. flying as a pilot or aircrew or any activity which takes place or more than three metres above ground, floor or sea level, other than travel by commercial airlines as a passenger; or
  - f. armed forces activities, including operations, exercises or training;

Excluded territories

2. any **accidental injury** to or **illness** of any **insured person** which occurs or first manifests in any territory to which the Foreign, Commonwealth & Development Office has advised against all travel, or all but essential travel, at the time the **insured person** departs from the **United Kingdom**.

Cyber incidents

3. any **accidental injury** or **illness** directly caused by any:

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. any fear or threat of 3.a. to 3.b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 3.a. to 3.d. above.

However, **we** will cover any other **accidental injury** or **illness** insured under this section which is indirectly caused by a **cyber attack**, **hacker** or **computer or digital technology error**.

Terrorism, war, nuclear risks and civil commotion

- 4. any **accidental injury** to or **illness** of any **insured person** which is caused by, contributed to by, resulting from or in connection with any:
  - a. **terrorism**;
  - b. **war**;
  - c. **nuclear risks**;
  - d. **civil commotion** which occurs outside of England, Scotland or Wales;
  - e. any fear or threat of 4.a. to 4.d. above; or
  - f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 4.a. to 4.e. above.

If there is any dispute between **you** and **us** over the application of 4.b. or 4.d above, it will be for **you** to show that the clause does not apply.

Communicable disease

- 5. any **accidental injury** or **illness** caused by, contributed to by, resulting from or in connection with:
  - a. influenza A (H5N1) (also known as 'avian flu' or 'bird flu');
  - b. influenza A (H1N1) (also known as 'swine flu');
  - c. coronavirus disease (Covid-19);
  - d. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - e. any variation, strain, virus, complex or syndrome that is related to anything in a. to e. above;
  - f. any fear or threat of 5.a. to 5.e. above.
  - g. any action taken in controlling, preventing, suppressing or in any way relating to or responding to a. to f. above.

Other exclusions

- 6. any **accidental injury** or **illness** caused by or contributed to by:
  - a. any:
    - i. emotional or psychiatric disorder or condition; or
    - ii. mental anguish or distress;
  - b. the **insured person**:
    - i. taking or using drugs or controlled substances, other than drugs prescribed by their medical practitioner and used as directed;
    - ii. abusing solvents;
    - iii. abusing or having abused alcohol, or being under the influence of alcohol.
  - c. the **insured person** committing or attempting suicide or deliberately injuring themselves;
  - d. the **insured person** deliberately exposing themselves to exceptional danger unless trying to save a human life;
  - e. any criminal act:
    - i. by the **insured person**; or
    - ii. by **you** or on **your** behalf;
  - f. any physical defect, infirmity or medical condition known to the **insured person** at **inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before **inception**;
  - g. any congenital, cardiovascular, oncological, chronic or gradually operating condition or infection which could recur and which was known to the **insured person** at **inception** or for any surgery which was planned before **inception**;

- h. pregnancy or childbirth. However, this does not apply to **compassionate leave** granted as a direct result of complications from pregnancy or childbirth; or
- i. **pollution**, if the total area affected by the **pollution** is greater than ten miles across at its widest point; or
- j. **asbestos risks**.

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## How much we will pay

Permanent disablement and death	<b>We will pay you the capital benefit</b> stated in <b>your</b> schedule for <b>permanent disablement</b> or death of each <b>insured person</b> . Only one <b>capital benefit</b> shall be payable for each <b>insured person</b> in respect of the consequences of any one <b>accidental injury</b> .
Temporary disablement	For <b>temporary disablement</b> , we will pay <b>you</b> the <b>weekly benefit</b> stated in <b>your</b> schedule from the date of the <b>insured person's</b> first absence from work until the earlier of: <ul style="list-style-type: none"> <li>1. the <b>insured person</b> no longer suffering from the <b>temporary disablement</b>;</li> <li>2. the <b>insured person</b> suffering <b>permanent disablement</b>;</li> <li>3. the <b>insured person</b> no longer being employed by <b>you</b>;</li> <li>4. the end of the <b>maximum absence period</b>,</li> </ul> for each <b>insured person</b> in respect of the consequences of any one <b>illness</b> or <b>accidental injury</b> .
Compassionate leave	For <b>compassionate leave</b> , we will pay <b>you</b> up to the <b>weekly benefit</b> stated in <b>your</b> schedule from the date of the <b>insured person's</b> first absence from work until the earlier of: <ul style="list-style-type: none"> <li>1. the <b>insured person</b> returning from <b>compassionate leave</b>;</li> <li>2. the <b>insured person</b> no longer being employed by <b>you</b>; or</li> <li>3. two weeks from the commencement of the <b>compassionate leave</b>,</li> </ul> for each <b>insured person</b> . However, we will not pay more than the <b>insured person's weekly salary</b> and we will not pay for more than one <b>compassionate leave</b> for each <b>insured person</b> in any one <b>period of insurance</b> .
Total event limit	The most we will pay in total for all benefits and expenses in respect of all <b>insured persons</b> injured in any one event is the total event limit stated in <b>your</b> schedule.
<b>Additional cover</b>	The following are also included within, and not in addition to, the total event limit stated in <b>your</b> schedule:
Medical expenses	<b>We will also pay you medical expenses</b> , up to the amount stated in <b>your</b> schedule, incurred in connection with each <b>accidental injury</b> for each <b>insured person</b> .
Physiotherapy treatment expenses	<b>We will also pay you physiotherapy treatment expenses</b> , up to the amount stated in <b>your</b> schedule, incurred in connection with each <b>accidental injury</b> for each <b>insured person</b> .
Counselling expenses	<b>We will also pay you counselling expenses</b> , up to the amount stated in <b>your</b> schedule, incurred in connection with each <b>accidental injury</b> resulting in <b>permanent disablement</b> for each <b>insured person</b> .
Funeral expenses	<b>We will also pay you funeral expenses</b> , up to the amount stated in <b>your</b> schedule, for each <b>insured person</b> .
Retraining expenses	<b>We will also pay you retraining expenses</b> , up to the amount stated in <b>your</b> schedule, incurred in connection with each <b>accidental injury</b> resulting in <b>permanent disablement</b> for each <b>insured person</b> .
Workplace alteration expenses	<b>We will also pay you workplace alteration expenses</b> , up to the amount stated in <b>your</b> schedule, incurred in connection with each <b>accidental injury</b> resulting in <b>permanent disablement</b> for each <b>insured person</b> .
Recruitment expenses	<b>We will also pay you recruitment expenses</b> , up to the amount stated in <b>your</b> schedule, incurred in connection with an <b>accidental injury</b> resulting in death or <b>permanent disablement</b> for each <b>insured person</b> .

Commuting expenses

The most **we** will pay for **commuting expenses** per day, and in total during the **period of insurance**, for each **insured person** covered under this section of the **policy** is stated in **your** schedule.

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## Your obligations

**We** will not make any payment for **illness** or **physical injury** under this section unless:

1. **you** notify **us** promptly of any **illness** or of **physical injury** to an **insured person** which might be covered under this section;
2. the **insured person** sees a suitably qualified medical practitioner as soon as possible after suffering injury and follows any medical advice they are given.

Excluded territories

For further information in relation to any excluded territories, please visit the Foreign, Commonwealth & Development Office website.

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## Special conditions

If an **insured person** has been missing for a period of 12 consecutive months and such evidence, as is reasonably available, supports the conclusion that their death has been caused by **accidental injury**, **we** will pay **you** the **capital benefit** stated in **your** schedule. However, if the **insured person** is later found to be alive, **you** must repay **us** any benefit **we** have already paid to **you**.

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# Management liability – directors and officers’ liability

## Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Cover under this section is given on an each and every claim or loss basis unless **your** schedule or the special limits in **How much we will pay** below state that the limit of indemnity applies in the aggregate. Please check **your** schedule and **your policy** wording carefully. **Your** schedule will also state whether costs are included within the limit of indemnity.

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### Special definitions for this section

<b>Applicable courts</b>	The courts of competent jurisdiction and any persons, tribunals or other bodies with the legal power to determine a <b>claim</b> or <b>investigation</b> in those countries stated as the applicable courts in <b>your</b> schedule.
<b>Acquired entity</b>	Any entity acquired by <b>you</b> during the <b>period of insurance</b> that is: <ol style="list-style-type: none"><li>domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar and which performs the same business activities that <b>you</b> declared to <b>us</b> that <b>you</b> perform in the information provided to <b>us</b> before <b>we</b> agreed to insure <b>you</b>, other than any entity:<ol style="list-style-type: none"><li>which, prior to such acquisition, but within the <b>period of insurance</b>, has been the subject of a claim, investigation or loss with a value greater than the <b>excess</b>, which would have been covered by this <b>policy</b>; or</li><li>that trades any of its securities on any United States of America exchange; or</li></ol></li><li>domiciled outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar and created or acquired during the <b>period of insurance</b>, which <b>we</b> have agreed to cover <b>you</b> for. <b>We</b> will consider providing cover under this section at <b>our</b> discretion if <b>you</b> provide <b>us</b> with all information that <b>we</b> request in relation to that entity. If <b>we</b> agree to provide cover <b>we</b> may amend the terms and conditions of this section for that entity and may charge a reasonable additional premium.</li></ol>
<b>Bail costs</b>	Costs incurred with <b>our</b> prior written agreement to pay for a bond or other financial instrument to guarantee an <b>insured person’s</b> bail or equivalent in any other jurisdiction.
<b>Bodily injury</b>	Mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone.
<b>Claim</b>	<ol style="list-style-type: none"><li>Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an <b>insured person</b> during the <b>period of insurance</b> alleging a <b>wrongful act</b> and seeking monetary damages or other legal relief or penalty.</li><li>Any <b>extradition proceeding</b> made against an <b>insured person</b> during the <b>period of insurance</b>.</li></ol>
<b>Claim mitigation costs</b>	Any reasonable and necessary: <ol style="list-style-type: none"><li>costs, fees or expenses incurred by an <b>insured person</b>; or</li><li>payments made by an <b>insured person</b>,</li></ol> incurred with <b>our</b> prior written agreement, in order to: <ol style="list-style-type: none"><li>prevent or minimise the likelihood, if such steps were not taken, of a <b>claim</b> being brought against an <b>insured person</b> that would be covered by this section of <b>your policy</b>; or</li><li>reduce the value of any such <b>claim</b>.</li></ol>
<b>Data recovery costs</b>	Any costs incurred to regain access to any data, <b>personal data</b> or <b>computer or digital technology</b> or to replace, restore, update or repair any data, <b>personal data</b> or <b>computer or digital technology</b> .
<b>Data subject</b>	Any natural person identified or identifiable by <b>personal data</b> .
<b>Defence costs</b>	<ol style="list-style-type: none"><li>Reasonable costs, not including any overheads, additional costs or remuneration, incurred with <b>our</b> prior written agreement to investigate, settle or defend any <b>claim</b> made against an <b>insured person</b> or to fund an appeal, including any premium paid</li></ol>

for an appeal bond or similar bond obtained in relation to it, arising from any judgment, decision or award in relation to any **claim**.

2. **Emergency defence costs.**

**Deprivation of assets expenses**

The amounts which an **insured person** is contractually committed to pay for:

1. school fees for the **insured person's** immediate family;
2. rent or mortgage payments on the **insured person's** principal residence, not including any mortgage overpayments;
3. utilities supplied to the **insured person's** principal residence; and
4. insurance premiums that are personal to the **insured person** and their immediate family.

**Emergency defence costs**

Reasonable and necessary costs, not including any overheads, additional costs or remuneration, to investigate or defend any **claim** (other than an **employment claim**) made against an **insured person**, where it is not possible to obtain **our** prior written agreement, provided that **you** or the **insured person** notify **us** as soon as possible after such sums are incurred.

**Emergency legal representation costs**

Reasonable and necessary costs, not including any overheads, additional costs or remuneration, to investigate or respond to any **investigation**, where it is not possible to obtain **our** prior written agreement, provided that **you** or the **insured person** notify **us** as soon as possible after such sums are incurred.

**Employee**

1. Any person under a contract of service with **you**.
2. Any independent person seconded to **you**.
3. Any applicant or candidate for employment with **you**.

**Employee contract benefits**

Any amounts awarded to an **employee** in respect of:

1. remuneration, including incentives, bonus, commission, health benefits, holiday or notice pay, whether under statute or contract;
2. family leave payments, including maternity pay, paternity pay, parental leave pay, shared parental leave pay or adoption pay, whether under contract or statute;
3. amounts due under an employee benefit or pension scheme;
4. share or stock options;
5. deferred compensation; or
6. equal pay or redundancy pay.

**Employment claim**

Any **claim** by any **employee** for any actual or alleged:

1. wrongful, unfair or constructive dismissal, discharge or termination of employment;
2. breach of written or implied contract of employment;
3. employment related misrepresentation;
4. wrongful deprivation of a career opportunity, failure to grant tenure or negligent employee evaluation;
5. harassment, unlawful discrimination or failure to provide adequate employee procedures and policies;
6. retaliation; or
7. defamation or invasion of privacy,

arising solely as a result of the employment or non-employment by **you** of such **employee**.

**Extradition proceeding**

Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or any similar or successor legislation in any other jurisdiction, including any associated appeals.

**Health and safety/ manslaughter claim**

Any **claim** under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.

**Health and safety/ manslaughter investigation**

Any **investigation** under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.

<b>Insured person</b>	<ol style="list-style-type: none"> <li>1. Any natural person who was, is, or during the <b>period of insurance</b> becomes a director, partner, member or officer of <b>you</b>.</li> <li>2. Any de facto director of <b>you</b> whilst acting in such capacity for <b>you</b>.</li> <li>3. Any shadow director as defined under Section 251 of the Companies Act 2006 or any similar or successor legislation in any other jurisdiction.</li> <li>4. Any <b>employee</b>.</li> <li>5. The lawful spouse, civil or unmarried partner of any person in 1. to 4., but only in respect of any <b>claim</b> or <b>investigation</b> against that person which has arisen solely because of their spousal, civil or unmarried partner relationship with a person listed in 1. to 4. above.</li> <li>6. The estates, heirs or legal representatives of any person in 1. to 5. above who has died or become incapacitated, insolvent or bankrupt but only in respect of a <b>claim</b> or <b>investigation</b> against that person.</li> </ol> <p>This definition does not include any external auditor or any liquidator, receiver, administrative receiver or other insolvency practitioner or officer of <b>you</b> or <b>your</b> assets.</p>
<b>Investigation</b>	<p>An official examination, official inquiry or official investigation into <b>your business</b> activities, or into an <b>insured person</b>, arising from activities performed in their capacity as an <b>insured person</b>, first notified as being required during the <b>period of insurance</b> and conducted by any regulator, government department or other body legally empowered.</p> <p>This definition does not include any routine regulatory supervision, inquiry or compliance review, any internal investigation or any investigation or inquiry into the business activities of <b>your</b> industry which is not solely related to <b>your</b> or any <b>insured person's</b> conduct.</p>
<b>Investigation mitigation costs</b>	<p>Any reasonable and necessary:</p> <ol style="list-style-type: none"> <li>1. costs, fees or expenses incurred by an <b>insured person</b>; or</li> <li>2. payments made by an <b>insured person</b>,</li> </ol> <p>incurred with <b>our</b> prior written agreement, in order to:</p> <ol style="list-style-type: none"> <li>a. prevent or minimise the likelihood, if such steps were not taken, of an <b>investigation</b> being brought against an <b>insured person</b> that would be covered by this section of <b>your policy</b>; or</li> <li>b. reduce the value of any such <b>investigation</b>.</li> </ol>
<b>Legal representation costs</b>	<ol style="list-style-type: none"> <li>1. Reasonable and necessary legal costs, fees or expenses, not including any overheads, additional costs or remuneration, for which <b>you</b> are legally liable, incurred with <b>our</b> prior written agreement for legal representation directly in relation to an <b>investigation</b>.</li> <li>2. <b>Emergency legal representation costs</b>.</li> </ol>
<b>Loss</b>	<p>In respect of a <b>claim</b> or <b>investigation</b> the amount any <b>insured person</b> becomes legally liable to pay, including following a settlement entered into with <b>our</b> prior written agreement, for:</p> <ol style="list-style-type: none"> <li>1. awards of damages, including punitive, exemplary and multiplied damages and civil fines and penalties if insurable in the jurisdiction where such award was first ordered;</li> <li>2. claimants' legal costs and expenses;</li> <li>3. <b>defence costs</b> and <b>legal representation costs</b>; and</li> <li>4. <b>public relations expenses</b>.</li> </ol> <p>This definition does not include any criminal fines or penalties, regulator's costs or expenses (including Health and Safety Executive fees for intervention or similar regulator's costs and expenses), taxes (except for personal tax liability), <b>data recovery costs</b>, remuneration, <b>employee contract benefits</b>, or punitive, exemplary and multiplied damages in relation to an <b>employment claim</b>.</p>
<b>Outside entity</b>	<p>Any organisation other than <b>you</b>:</p> <ol style="list-style-type: none"> <li>1. that is tax exempt and not for profit; or</li> <li>2. in which <b>you</b> hold any issued share.</li> </ol> <p>This definition does not include:</p> <ol style="list-style-type: none"> <li>1. any company which is registered or domiciled outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar;</li> </ol>

2. any company whose securities are traded on any stock exchange in the USA or Canada; or
3. any bank, investment company, investment advisor or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage, insurer, or any similar financial organisation or institution including any organisation regulated by the FCA, PRA or any similar regulator.

<b>Pollution</b>	Any actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any solid, liquid, gaseous or thermal contaminant or irritant, including, but not limited to, lead, smoke, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals or waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed), or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any such material.
<b>Potential claim</b>	Anything likely to lead to a <b>claim</b> covered under this section.
<b>Potential investigation</b>	Anything likely to lead to an <b>investigation</b> covered under this section.
<b>Pre-investigation costs</b>	Reasonable and necessary costs incurred by an <b>insured person</b> with <b>our</b> prior written agreement to notify a regulator, government department or other body legally empowered of any material breach, incident or event occurring within the <b>geographical limits</b> where such notice is obligatory and it is likely that a covered <b>investigation</b> will be brought as a result of the notification.
<b>Prior and pending date</b>	The date on which <b>you</b> first purchased directors' and officers' liability insurance that has run continuously without a break in cover. If since that date <b>you</b> have merged or consolidated with another company, or any party has acquired more than 50% of <b>your</b> issued share capital or the majority of <b>your</b> voting rights, the 'prior and pending date' will be the date of such merger, consolidation or acquisition.
<b>Property damage</b>	The loss, damage or destruction of any tangible property including loss of use of such property.
<b>Public relations expenses</b>	The reasonable and necessary costs incurred with <b>our</b> prior written agreement in utilising the services of a public relations consultant.
<b>Securities</b>	Any debt or equity interest in <b>you</b> .
<b>Subsidiaries</b>	<ol style="list-style-type: none"> <li>1. Any entity, wherever domiciled, in which <b>you</b>: <ol style="list-style-type: none"> <li>a. own directly or through one or more of <b>your</b> subsidiaries more than 50% of the share capital or a majority of the voting rights or have or had the right to appoint or remove a majority of the entity's board of directors; or</li> <li>b. control or controlled a majority of its voting rights under a written agreement with other shareholders or members,</li> </ol> <p>and provided always that:</p> <ol style="list-style-type: none"> <li>i. such entity does not trade any of its securities on any United States of America exchange; and</li> <li>ii. all material information relating to such entity, including any information <b>we</b> specifically requested, was fairly and accurately presented to <b>us</b> before <b>we</b> agreed to insure <b>you</b>; or</li> </ol> </li> <li>2. any <b>acquired entity</b>.</li> </ol> <p>If an entity ceases to be a <b>subsidiary</b> during the <b>period of insurance</b>, cover under this section will continue but only for a <b>claim</b> alleging, or an <b>investigation</b> arising from, a <b>wrongful act</b> committed, attempted or proposed to be committed by an <b>insured person</b> before such entity ceased to be a <b>subsidiary</b> provided that this <b>policy</b> was in force at the time that such entity ceased to be a <b>subsidiary</b>.</p> <p>If an entity ceased to be a <b>subsidiary</b> prior to the commencement of the <b>period of insurance</b>, cover under this section will apply only for a <b>claim</b> alleging, or an <b>investigation</b> arising from, a <b>wrongful act</b> committed, attempted or proposed to be committed by an <b>insured person</b> before such entity ceased to be a <b>subsidiary</b>.</p>
<b>Wrongful act</b>	Any actual or alleged act, error or omission committed or attempted by an <b>insured person</b> arising from the performance of the <b>insured person's</b> duties solely in their capacity as a director, partner, member, officer or <b>employee</b> of: <ol style="list-style-type: none"> <li>1. <b>you</b>; or</li> <li>2. for the purposes of the cover in <b>What is covered</b>, Outside entity, an <b>outside entity</b>,</li> </ol>

including:

- a. breach of any duty, including fiduciary or statutory duty, breach of confidence;
- b. breach of trust;
- c. negligence, negligent misstatement, misleading statement or negligent misrepresentation;
- d. defamation;
- e. wrongful trading under Section 214 of the Insolvency Act 1986 or any similar or successor legislation, including its equivalent legislation in any other jurisdiction;
- f. breach of warranty of authority; or
- g. any other act, error or omission attempted or allegedly committed or attempted by an **insured person** solely because of their status as a director, partner, member, officer or **employee of you**.

**You/your**

Also includes any **subsidiaries**.

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## What is covered

### 1. Claims against an insured person

#### Losses including defence costs

Health and safety/  
manslaughter

Pollution

Employment claims

Outside entity

Cyber incidents

#### Emergency defence costs

#### Claim mitigation costs

- a. **We** will pay on behalf of any **insured person** the **loss** arising from a **claim** for any **wrongful act** within the **geographical limits**, including any:
  - i. **health and safety/manslaughter claim**;
  - ii. **claim** arising from **pollution**;
  - iii. **employment claim**. This cover does not apply if the **insured person** is covered under the **Management liability – employment practices liability** section of **your policy**;
  - iv. **claim** arising directly from any activity performed by an **insured person** in their capacity as a director or officer of an **outside entity**, provided that the **insured person** acts in that capacity at **your** specific written request. However, **we** will only pay in excess of any indemnity provided by the **outside entity** to its directors, partners, members or officers or any other insurance available to such individuals for such **claim**; or
  - v. **claim** arising from the management of, or response to, any **cyber attack** or other cyber-related incident or event.
- b. **We** will pay **emergency defence costs** in relation to a covered **claim**.
- c. **We** will also pay **claim mitigation costs** provided that any costs, fees or expenses incurred by the **insured person** and any payments made by the **insured person**, do not exceed the amount of **loss** that would be covered by this section of **your policy** if a **claim** had been brought against the **insured person**, or the special limit stated in **your** schedule, whichever is the lower.

### 2. Investigations

#### Losses including legal representation costs

Health and safety/  
manslaughter

Pollution

Outside entity

- a. **We** will pay on behalf of any **insured person** the **loss** arising from an **investigation** arising from any **wrongful act** performed, taking place, or alleged to have taken place within the **geographical limits**, including any:
  - i. **health and safety/ manslaughter investigation**;
  - ii. **investigation** arising from **pollution**; or
  - iii. **investigation** arising directly from any activity performed by an **insured person** in their capacity as a director or officer of an **outside entity**, provided that the **insured person** acts in that capacity at **your** specific written request. However, **we** will only pay in excess of any indemnity provided by the **outside entity** to its

directors or officers or any other insurance available to such individuals for such **investigation**.

#### Investigation mitigation costs

- b. **We** will also pay **investigation mitigation costs** in relation to a covered **investigation**, provided that:
- i. where reasonably possible, the **insured person** obtained **our** prior written agreement before incurring such costs. Where it was not possible to obtain **our** prior written agreement, the **insured person** must notify **us** as soon as possible after such sums are incurred; and
  - ii. **we** will not pay for the costs incurred in dealing with routine business, regulatory, legal, compliance or other matters, which could lead to an **investigation** if not complied with.

**We** will not make any payment for any part of an **investigation** not covered by this section.

#### Pre-investigation costs

- c. **We** will pay **pre-investigation costs** in relation to a covered **investigation**.

#### Emergency legal representation costs

- d. **We** will pay **emergency legal representation costs** in relation to a covered **investigation**.

### 3. Entity reimbursement

**We** will pay on **your** behalf the **loss** which **you** are legally obliged or permitted to pay on behalf of an **insured person** arising from a covered **claim** or **investigation**. If **you** are permitted or obliged to provide such payment but fail to do so for any reason other than **your** insolvency, regardless of whether **you** advanced payment or indemnified an **insured person** for such **loss**, **we** will pay the amount of the **claim** or **investigation** less any relevant **excess**.

### 4. Additional covers

- a. **We** will pay on behalf of any **insured person**:

#### Extradition proceedings

- i. the **loss** arising from any **extradition proceeding** against any **insured person** during the **period of insurance** arising from any **wrongful act**, act, incident or occurrence performed, taking place or alleged to have taken place within the **geographical limits**;

#### Deprivation of assets expenses

- ii. their **deprivation of assets expenses**, if, as a direct result of a covered **claim** or **investigation**, an interim or interlocutory order:
- a. confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of an **insured person**; or
  - b. creating a charge over real property or the personal assets of the **insured person**;

is made, other than where the court has made an allowance for the **insured person** in respect of such sums;

#### Public relations expenses

- iii. **public relations expenses** following a covered **claim** or **investigation** to mitigate the actual or potential adverse effect on their reputation by disseminating news of a final adjudication that absolved them of any fault. The **insured person** must obtain **our** prior written agreement before incurring such costs;

#### Bail costs

- iv. **bail costs** arising from a covered **claim** or **investigation**;

#### Personal tax liability

- v. their liability occurring in the **period of insurance** within the **geographical limits** under any insolvency rules or insolvency legislation to pay **your** unpaid taxes following **your** insolvency, dissolution, administration or winding up, where such liability arises solely as a result of the **insured person's** status as **your** director, partner, member or officer;

#### Additional defence costs and legal representation costs

- vi. additional **defence costs** and **legal representation costs** in the event that the limit of indemnity for this section is exhausted, provided that the **insured person** has previously not been the subject of a **claim** or **investigation** that led to the exhaustion of the limit of indemnity for this section.

Where an **insured person** has been the subject of such a **claim** or **investigation**, any amount **we** will pay on behalf of that individual will be reduced by an amount equal to the amount of that **claim** or **investigation** or the part of that **claim** or **investigation** relating to such individual.

**We** will only pay in excess of any other insurance available to such individuals.

- Court attendance compensation
- b. If any **insured person** has to attend court as a witness in connection with a **claim** or **investigation** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **us**.
- Loss of data resulting from a cyber incident
- c. **We** will pay on behalf of any **insured person** the **loss** arising from a **claim** against that **insured person**, including any **claim** by any **data subjects** relating to **personal data**, where any such **claim** is directly based upon, attributable to or arising from any loss or misuse of data as a direct result of a **cyber attack** or that **insured person's** own unintentional error in respect of the:
- i. creation, handling, entry, modification or maintenance of; or
  - ii. on-going operation, maintenance (including but not limited to installation or patching) or development of,
- any **computer** or **digital technology**. We will not cover **defence costs** in relation to such **claims**.

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**What is not covered**

In addition to the **General exclusions** set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

**We** will not make any payment for any or any part of a **claim**, **loss**, **investigation**, or any other liability under this section:

- Deliberate or dishonest acts
1. against, incurred by or involving an **insured person** based upon, attributable to or arising out of:
    - a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation;
    - b. an act intended to secure or which does secure a personal profit or advantage to which the individual concerned was not legally entitled; or
    - c. an act intended to secure or which does secure a profit for any other company or entity to which that company or entity was not legally entitled,

where such act, omission or breach was committed or condoned by that **insured person**.

However, this exclusion will only apply:

- i. after a judgment or other final adjudication or an admission by the **insured person** that such act or omission did occur: or
- ii. if **we** obtain an opinion from a mutually agreed King's Counsel (or equivalent in this or any other jurisdiction), that there is no realistic prospect of a court finding that an act or omission referred to in a. to c. above did not occur.

In the event of such finding, admission or opinion, the **insured person** must reimburse all payments made by **us** in relation to the corresponding **claim**, **loss** or **investigation**.

- Prior claims and litigation
2. based upon, attributable to or arising out of:
    - a. anything that has been reported to and accepted under any policy existing or expired, before the start of the **period of insurance**; or
    - b. any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving an **insured person**, **you** or an **outside entity**, initiated before the **prior and pending date**.

- Securities offerings
3. based upon, attributable to or arising out of any **claim** or **investigation** in relation to any actual public offering of **your securities**.

This exclusion does not apply to a failed public offering of **your securities**.

- Claims brought by a related party in the United States of America
4. based upon, attributable to or arising out of any **claim** brought or maintained by **you**, an **outside entity** or an **insured person** within or subject to the laws of the United States of America. This exclusion does not apply to:
    - a. **defence costs**;
    - b. any shareholder derivative proceedings brought in **your** name without **your** or any **insured person's** solicitation, assistance or participation;
    - c. any **claim** brought by **your** liquidator, receiver or administrative receiver or similar body;
    - d. any **employment claim**;
    - e. any **claim** made by a former **insured person**; or

- f. any **claim** seeking a contribution or indemnity if such **claim** would otherwise be covered by this section.
- Bodily injury and property damage 5. for **bodily injury** or **property damage**. This exclusion does not apply to any cover provided under **What is covered, Claims against an insured person**, Health and safety/manslaughter or **What is covered, Investigations**, Health and safety/manslaughter. However, **we** will not in any event make any payment for any **health and safety/manslaughter claim** or **health and safety/manslaughter investigation** arising from:
- a. any **claim** for **bodily injury** brought by an injured party; or
  - b. the use, ownership or possession of any motor vehicle in relation to which the **insured person** is obliged under any compulsory insurance law to maintain insurance.
- Pollution clean-up costs 6. based upon, attributable to or arising out of any:
- a. statutory, contractual or common law obligation **you** or an **insured person** have to clean up or remedy any **pollution** or contamination; or
  - b. land or property being identified as contaminated land under the Environmental Protection Act 1990 or any similar or successor legislation.
- Change of control, including insolvency 7. based upon, attributable to or arising out of any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place, after:
- a. **you** merge or consolidate with another company; or
  - b. any party acquires:
    - i. more than 50% of **your** issued share capital;
    - ii. the majority of **your** voting rights; or
    - iii. the right to appoint or remove a majority of **your** board of directors.
- Changes to subsidiaries 8. based upon, attributable to or arising out of any **wrongful act** committed by an **insured person**, or any **investigation** or other liability first notified as being required:
- a. before the date of creation or acquisition by **you** of such **subsidiary**; or
  - b. after an entity ceases to be a **subsidiary**.
- Financial advantage 9. based upon, attributable to or arising out of the gaining of any financial advantage to which the **insured person** was not entitled, including the repayment of any wrongfully received monies.
- Pension or employee benefit schemes 10. based upon, attributable to or arising out of an **insured person's** operation or administration of any pension, retirement or superannuation scheme, profit sharing scheme, employee benefit scheme or trust fund.
- Claims outside the applicable courts 11. first brought outside the **applicable courts**.  
This exclusion also applies to proceedings in the **applicable courts** to enforce, or which are based on, a judgment or award from outside the **applicable courts**.
- Cyber incidents 12. based upon, attributable to or arising out of, contributed to by, resulting from or in connection with any:
- a. **cyber attack**;
  - b. **hacker**;
  - c. **social engineering communication**;
  - d. **computer or digital technology error**;
  - e. any fear or threat of a. to c. above;
  - f. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to e. above; or
  - g. **claims** by any **data subjects** relating to **personal data** arising from a. to d. above.
- This exclusion does not apply to any **claim**:
- i. covered under **What is covered, Claims against an insured person**, Cyber incidents;

- ii. brought by **you**, any shareholder or creditor of **yours** or any **insured person**, directly due to the **insured person's** management of or response to, a. to d. above; or
- iii. covered under **What is covered, Additional covers**, Loss of data resulting from a cyber incident.

In the event that i. and iii., or ii. and iii., apply to a **claim**, **we** will treat that **claim** as covered under **What is covered, Additional covers**, Loss of data resulting from a cyber incident. **We** will not cover **defence costs** in relation to such **claims**, and the special limit stated in **your** schedule will apply.

Infrastructure failure

13. based upon, attributable to or arising out of, contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, cloud service provider, telecommunications provider, utilities supplier or other infrastructure provider. However, this exclusion does not apply to any **claim** or **investigation** arising directly from the management of, or response to, any such incidents.

Terrorism, civil commotion, war and nuclear

14. based upon, attributable to or arising out of, contributed to by, resulting from or in connection with any:
- a. **terrorism**;
  - b. **civil commotion**;
  - c. **war**;
  - d. **nuclear risks**;
  - e. fear or threat of a. to d. above; or
  - f. any action taken in controlling preventing, suppressing, responding or in any way relating to a. to e. above.

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

Non-fiat/virtual currency

15. based upon, attributable to or arising out of any:
- a. non-fiat or virtual currency including but not limited to any crypto currency, asset, unit, coin, token or balance that exists only in or predominantly in digital or virtual form;
  - b. currency which is, itself, based on or utilises blockchain technology; or
  - c. initial coin offering or any other form of fundraising in respect of any new currency.

Opioids

16. based upon, attributable to or arising out of or directly or indirectly relating to any opioid, opioid product, or product derived from opium or opiates, including but not limited to any liability arising out of the use, sale, promotion, manufacture, distribution, delivery, transport, transfer, or possession of any opioid, opioid product, or product derived from opium or opiate.

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## Special conditions

Severability of information provided by an insured person

All information which any **insured person** provided before **we** agreed to insure **you** will be considered as a separate application for each **insured person** and as such the knowledge of or any statement made by an **insured person** will not be imputed to any other **insured person** for the purposes of determining whether cover is available for any **claim, investigation** or any other liability against such other **insured person**.

Change of circumstances

**General conditions** 3. and 4. of the **General terms and conditions** shall not apply to this section.

Payment of premium

**You** agree to act on behalf of all the **insured persons** as regards paying the premium and giving or receiving notice of all matters relevant to this section.

Cancellation

For the purposes of this section of **your policy, General conditions** 7., Cancellation, within the **General terms and conditions** is amended to read as follows:

**You** can cancel the **policy** by giving 30 days' written notice to **us**. **We** can cancel the **policy** if the premium has not been paid in full by giving 30 days' written notice to **you**. Where the **policy** is cancelled **we** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid, provided that no **claim, loss, investigation** or other payment has been made

under this section and no problem has been notified to **us**. However, **we** will not refund any premium under £20.

If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

#### Severability of exclusions

When determining the applicability of the exclusions within **What is not covered**, the **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place of one **insured person** shall not be imputed onto any other **insured person** who neither committed nor condoned such **wrongful act**, act, incident or occurrence.

#### Extended notification period

If:

1. **we** or **you** refuse to renew this section of **your policy** for any reason other than non-payment of premium, administration, liquidation or insolvency; or
2. **you** merge or consolidate with another entity or any party acquires more than 50% of **your** issued share capital or the majority of **your** voting rights during the **period of insurance**,

**you** or any **insured person** may make a request to **us** in writing for an extended notification period, which will be granted at **our** sole discretion. If **we** agree to such request, the extended notification period will be granted in accordance with the options stated below:

One-year period	100% of the annual premium for this section
Three-year period	175% of the annual premium for this section
Six-year period	250% of the annual premium for this section

The premium for any extended notification period to which **we** agree must be paid to **us** within 90 days following the end of the **period of insurance**.

If **you** or an **insured person** does so:

1. **we** will cover an **insured person** for any covered **claim, loss** or **investigation** arising during the extended notification period, subject to the terms and conditions of this section. **We** will not cover any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place after the end of the original **period of insurance**; and
2. the first paragraph of 1.a. under **Your obligations** in this section will then be amended to:  
unless **you** or any **insured person** notifies **us** as soon as reasonably practicable and within the **period of insurance** or the extended notification period of the following:

The limit of indemnity for any extended notification period will be part of and not in addition to the limit of indemnity stated in **your** schedule.

The entire premium for this section is considered fully earned at the beginning of any extended notification period. **We** will not refund any premium if **you** or any **insured person** cancels the extended notification period before it ends.

**We** will not in any event agree to any request from **you** or any **insured person** to purchase an extended notification period if:

1. cover under this section is continued solely as a result of the former directors special condition or an extended notification period;
2. this section of **your policy** is replaced or succeeded by any other policy providing directors' and officers' liability cover; or
3. this section or **your policy** is cancelled, other than by **you** on an anniversary date.

If **we** offer renewal terms, conditions, limits of liability or premium different from those of the expiring policy, this does not constitute a refusal to renew.

#### Management buy-outs

If during the **period of insurance** the existing management conduct a management buy-out, **we** agree to provide cover to the same level and terms of **your policy** for the new company for a period of 30 days from the buy-out date for any **wrongful act**, act, incident or occurrence performed, or taking place, or alleged to have taken place by any individual **insured person** subsequent to the buy-out.

**We** will only provide such cover if the new company is domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar.

This cover will only apply excess of any other insurance and indemnification available from any other source.

Former directors	<p>In the event that <b>you</b> do not renew or replace this section of <b>your policy</b>, and only in respect of any <b>insured person</b> who ceases to be a director, partner, member or officer of <b>you</b> prior to the date of non-renewal for reasons other than disqualification from holding such position or <b>your</b> insolvency, administration or liquidation, this section shall continue in force indefinitely from the date of non-renewal, provided that:</p> <ol style="list-style-type: none"> <li>1. this section shall only apply to <b>claims</b> or <b>investigations</b> arising from any <b>wrongful act</b>, act, incident or occurrence performed, or taking place, or alleged to have taken place prior to the date that the <b>insured person</b> ceased to be a director, partner, member or officer of <b>you</b>;</li> <li>2. no similar insurance is effected elsewhere; and</li> <li>3. this section or <b>your policy</b> has not been cancelled, other than by <b>you</b> on an anniversary date.</li> </ol>
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## How much we will pay

Each and every claim, loss or investigation	<p>If <b>your</b> schedule states that the limit of indemnity applies to each and every <b>claim, loss</b> or <b>investigation</b>, including all costs, the most <b>we</b> will pay for each <b>potential claim, claim, potential investigation, investigation</b>, including <b>defence costs</b> and <b>legal representation costs, losses</b> and other covered liabilities is the overall limit of indemnity stated in <b>your</b> schedule, unless limited below or in <b>your</b> schedule.</p>
In the aggregate	<p>If <b>your</b> schedule states that the limit of indemnity applies in the aggregate, including all costs, the most <b>we</b> will pay for the total of all <b>potential claims, claims, potential investigations, investigations</b>, including their <b>defence costs</b> and <b>legal representation costs, losses</b> and other covered liabilities is the overall limit of indemnity stated in <b>your</b> schedule, irrespective of the number of <b>potential claims, claims</b> made, <b>losses, potential investigations, investigations</b> or other covered liabilities arising, unless limited below or in <b>your</b> schedule.</p>
Excess	<p><b>You</b> must pay the relevant <b>excess</b> stated in <b>your</b> schedule.</p>
Multiple claims from a single source	<p>If <b>your</b> schedule states that the limit of indemnity applies to each and every <b>claim, loss</b> or <b>investigation</b>, all <b>potential claims, claims, losses, potential investigations, investigations</b> or other covered liability which arise from:</p> <ol style="list-style-type: none"> <li>1. the same original cause, a single source or a repeated or continuing problem in <b>your</b> work; or</li> <li>2. in relation to defamatory statements, a single or continuing <b>investigation</b> or a common set of facts or state of affairs,</li> </ol> <p>will be treated as a single <b>potential claim, claim, loss, potential investigation, investigation</b> or other covered liability. <b>You</b> will pay a single <b>excess</b> and <b>we</b> will pay a maximum of a single limit of indemnity for these related <b>potential claims, claims, losses, potential investigations, investigations</b> or other covered liabilities. All of the notifications which are related will be considered as having been made on the date of the first notification to <b>us</b>.</p>
Paying out the limit of indemnity	<p>At any stage of a <b>claim, investigation</b>, or any other covered liability, <b>we</b> can pay the <b>insured person</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will then have no further liability for that <b>claim, loss, investigation</b> or any other covered liability.</p>
Claims and losses under more than one cover	<p>If the same <b>claim, loss, investigation</b> or other covered liability is insured under more than one cover under <b>What is covered</b> above, <b>we</b> will only make payment for that <b>claim, loss, investigation</b> or other covered liability under one of the covers, being the cover that is most advantageous for the <b>insured person</b>.</p>
<b>Special limits</b>	<p>All special limits below are included within, and not in addition to, the limit of indemnity stated on <b>your</b> schedule.</p> <p>The most <b>we</b> will pay in total for each item below is the corresponding amount stated in <b>your</b> schedule, regardless of the number of <b>claims, losses, investigations</b>, or any other covered liabilities:</p>
Emergency defence costs	<ol style="list-style-type: none"> <li>1. <b>emergency defence costs</b>;</li> </ol>
Claim mitigation costs	<ol style="list-style-type: none"> <li>2. <b>claim mitigation costs</b>;</li> </ol>

Investigation mitigation costs	3.	<b>investigation mitigation costs;</b>
Pre-investigation costs	4.	<b>pre-investigation costs;</b>
Emergency legal representation costs	5.	<b>emergency legal representation costs;</b>
Deprivation of assets expenses	6.	<b>deprivation of assets expenses;</b>
Public relations expenses	7.	<b>public relations expenses;</b>
Bail costs	8.	<b>bail costs;</b>
Personal tax liability	9.	cover under <b>What is covered, Additional covers</b> , Personal tax liability;
Court attendance compensation	10.	court attendance compensation, including any court attendance compensation payable under any Management liability sections of <b>your policy</b> ; and
Loss of data resulting from a cyber incident	11.	cover under <b>What is covered, Additional covers</b> , Loss of data resulting from a cyber incident.
<b>Additional cover</b>		The limit below is in addition to the limit of indemnity stated on <b>your</b> schedule.
Additional defence costs and legal representation costs		The most <b>we</b> will pay in total for all <b>defence costs</b> and <b>legal representation costs</b> under <b>What is covered, Additional covers</b> , Additional defence costs and legal representation costs, is the amount stated in <b>your</b> schedule, regardless of the number of <b>claims</b> and <b>investigations</b> .

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## Your obligations

Notification	1.	<b>We</b> will not make any payment under this section: <ol style="list-style-type: none"> <li>a. unless <b>you</b> or any <b>insured person</b> notifies <b>us</b> as soon as reasonably practicable of the following within the <b>period of insurance</b> or at the latest within 90 days after it expires in respect of any problem <b>you</b> or such <b>insured person</b> becomes aware of within the 30 days before expiry:           <ol style="list-style-type: none"> <li>i. the <b>insured person's</b> first awareness of any <b>wrongful act</b> that is likely to lead to a <b>claim</b>;</li> <li>ii. any <b>claim</b> or <b>potential claim</b> against an <b>insured person</b>;</li> <li>iii. any <b>investigation</b>, including a <b>potential investigation</b>, into <b>you</b> or an <b>insured person</b>;</li> <li>iv. the threat or commencement of any disqualification proceedings against any <b>insured person</b>; or</li> <li>v. the <b>insured person's</b> first awareness of any act, omission or occurrence that is likely to lead to any other covered liability,</li> </ol> </li> <li>b. to any <b>insured person</b> if, prior to the <b>period of insurance</b>, such <b>insured person</b> had knowledge of a material misstatement in or omission from the information provided to <b>us</b> upon which <b>we</b> agreed to insure <b>you</b>.</li> </ol>
	2.	When dealing with a third party, <b>you</b> or the <b>insured person</b> must not admit that <b>you</b> or the <b>insured person</b> are liable for what has happened, or make any offer, deal or payment without <b>our</b> prior written agreement. If <b>you</b> or an <b>insured person</b> does, <b>we</b> may reduce any payment <b>we</b> make under <b>your policy</b> by an amount equal to the detriment <b>we</b> have suffered as a result.

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## Control of defence

Defence arrangements	<b>We</b> have the right, but not the obligation, to take control of and conduct in <b>your</b> name or the name of any <b>insured person</b> , the investigation, settlement, mitigation or defence of any <b>claim, loss, investigation</b> or other liability.  <b>You</b> or any <b>insured person</b> must give <b>us</b> the information and co-operation which <b>we</b> may reasonably require and take all reasonable steps to mitigate or defend any <b>claim, loss, investigation</b> or other liability. <b>You</b> or any <b>insured person</b> should not do anything which may prejudice <b>our</b> position.
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Appointment of legal representation	<b>We</b> have the right, but not the obligation, to select and appoint an adjuster, lawyer, cyber security consultant, forensic investigator, PR consultant or any other appropriate person of <b>our</b> choosing to deal with the <b>claim, loss, investigation</b> or other liability.
Partially covered claims	<p><b>We</b> will not pay any part of a <b>claim, loss, investigation</b> or other liability or any associated costs or expenses which are not covered by this section.</p> <p>If a <b>claim, loss, investigation</b> or other liability is made which:</p> <ol style="list-style-type: none"> <li>1. is not wholly covered by this section; or</li> <li>2. is brought against <b>you</b> and any other party who is not covered under this section,</li> </ol> <p>then at the outset, <b>we</b> and <b>you</b> agree to use best efforts to determine a fair allocation of covered and non-covered parts of any <b>claim, loss, investigation</b> or other liability or associated costs and expenses, including <b>defence costs</b> on the basis of the relative legal and financial exposures.</p>
Advancement of defence costs and legal representation costs	<b>We</b> will pay <b>defence costs, legal representation costs</b> and costs or expenses associated with a <b>loss</b> or any other liability covered by this section on an ongoing basis prior to the final resolution. However, <b>we</b> will not pay any <b>defence costs, legal representation costs</b> , costs or expenses in connection with any <b>claim, loss, investigation</b> or other liability or partial <b>claim, loss, investigation</b> or other liability which is not covered under this section. <b>You</b> or any <b>insured person</b> must reimburse <b>us</b> for any <b>defence costs, legal representation costs</b> , costs or expenses paid where it is determined there is no entitlement to cover under this section.
Payment of full limit of indemnity	<b>We</b> have no further duty to indemnify <b>you</b> or any <b>insured person</b> against any <b>claim, loss, investigation</b> or other liability under this section where <b>we</b> pay <b>you</b> or any <b>insured person</b> the applicable limit of indemnity as described in <b>How much we will pay</b> , Paying out the limit of indemnity, or if the overall limit of indemnity stated in <b>your</b> schedule has been exhausted.
Payment of excess	<b>Our</b> duty to make any payment under this section arises only after the applicable <b>excess</b> is fully paid. The <b>excess</b> will only be eroded by the covered parts of a <b>claim, investigation</b> or <b>loss</b> .
Disputes	<p>For the purposes of <b>Control of defence</b> in this section of <b>your policy, General condition 14.</b>, Arbitration, within the <b>General terms and conditions</b> is amended to read as follows:</p> <p>Any dispute as to whether to settle or to continue the defence or mitigation of a <b>claim, loss, investigation</b> or other liability or as to the fair allocation of any partially covered <b>claim, loss, investigation</b> or other liability and any associated costs or expenses, will be referred to a single King'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 King's Counsel will be binding on <b>us</b> and <b>you</b> and any <b>insured person</b> in relation to matters referred under this clause. The costs of such opinion will be met by <b>us</b>.</p>

# Crisis containment

Policy wording

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

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## Special definitions for this section

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

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## What is covered

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

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## What is not covered

**We** will not make any payment for:

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.

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## How much we will pay

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

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

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## Your obligations

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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