

Renewable energy installers

Policy wording

A seamless integrated insurance solution for renewable energy installers.

Please read this insurance document, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please return it immediately.

We can provide all of the following covers, if required:

- Public and products liability (including financial loss);
- Employers liability;
- Professional indemnity;
- Property – buildings;
- Property – contents;
- Property – business interruption;
- Hired in plant;
- Property – own tools, plant and equipment;
- Property – contract works;
- Commercial legal protection;
- Personal accident;
- Internet and email;
- Management liability portfolio;
 - Directors and officers liability;
 - Employment practices liability;
 - Corporate legal liability;
- Optional additional endorsements.

Your schedule will indicate which sections apply to **you**.



General terms and conditions

Policy wording

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

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

Our promise to you

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

Steve Langan
Managing Director, Hiscox UK

Complaints procedure

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

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL

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

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

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

General terms and conditions

You/your The insured named in the schedule.

Conditions precedent

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

General conditions

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

- Basis of insurance**
1. Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure **you** is incorporated into and forms the basis of this **policy**.
All facts and matters which might be relevant to **our** consideration of **your** proposal must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.
- Change of circumstances**
2. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy**. (A material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance.) **We** may then change the terms and conditions of this **policy**.
- Due diligence**
3. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair.
- Premium payment**
4. **We** will not make any payment under this **policy** unless **you** have paid the premium.
- Cancellation**
5. **You** or **we** can cancel the **policy** by giving 30 days written notice. **We** will give **you** a pro rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under ten pounds.
If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.
- Multiple insureds**
6. The most **we** will pay is the relevant amount shown in the schedule.
If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.
You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.
- Aggregate limit**
7. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.
If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.
- Rights of third parties**
8. **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

General terms and conditions

- Other insurance
9. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.
- Governing law
10. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.
- Arbitration
11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

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

- Your obligations
1. **We** will not make any payment under this **policy** unless **you**:
- give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
 - give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
 - make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
 - give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.
- Fraud
2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

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

Special definitions for this section

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

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none"> bodily injury or property damage occurring during the period of insurance; personal injury or denial of access committed during the period of insurance; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee of yours when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against your principal and you are liable for that claim, we will treat such claim as if made against you and make the same payment to the principal that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none"> has not, in our reasonable opinion, caused or contributed to the claim against them; accepts that we can control the claim's defence and settlement in accordance with the terms of this section; has not admitted liability or prejudiced the defence of the claim before we are notified of it; gives us the information and co-operation we reasonably require for dealing with the claim.

Public and products liability (including financial loss) Policy wording

Criminal proceedings including corporate manslaughter

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

Defective work

If, as a result of **your business**, **bodily injury** or **property damage** occurs during the **period of insurance** arising directly from **your** defective work, **we** will indemnify **you** against **your** legal liability for the costs to rectify the defective work.

We will not make any payment under this section:

- a. when **your** liability arises solely from any express warranty or guarantee; or
- b. when the only **property damage** is to the work itself; or
- c. for rectification work notice of which was first given to **you** or which **you** were first asked or required to carry out prior to the completion of the contract under which work was originally done or during the period of any maintenance obligations attaching to **you** by reason of that contract or any subsequent contract or agreement.

The most **we** will pay in any one **period of insurance** for defective work is shown in **your** schedule.

The **excess** for this additional cover is shown in the schedule.

Removal and reinstallation of defective products

If, as a result of **your business**, **bodily injury** or **property damage** occurs during the **period of insurance** arising directly from **your** defective **products**, **we** will indemnify **you** against **your** legal liability for the costs to remove the defective **product** and the costs to re-install the **product**.

We will not make any payment under this section:

- a. when **your** liability arises solely from any express warranty or guarantee; or
- b. when the only **property damage** is to the defective **product** itself; or
- c. for costs to remove or re-install where notice was first given to **you** or which **you** were first asked or required to carry out prior to the completion of the contract under which work was originally done or during the period of any maintenance obligations attaching to **you** by reason of that contract or any subsequent contract or agreement.

The most **we** will pay in any one **period of insurance** for removal and reinstallation of defective **products** is shown in **your** schedule.

The **excess** for this additional cover is shown in the schedule.

Inefficacy

If, as a result of **your business**, any party brings a claim against **you** for **inefficacy** following **bodily injury** or **property damage** occurring during the **period of insurance**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will also pay for **defence costs**.

The most **we** will pay in any **one period of insurance** for this additional cover is shown in the schedule.

Loss of keys

We will pay reasonable costs to replace locks, keys or passcards for **your** client following **your** loss of their keys or electronic pass cards during the **period of insurance**.

We will also pay sums **you** have to pay as compensation to **your** client arising from their inability to access their own premises following **your** loss of their keys or electronic passcards during the **period of insurance**.

The most **we** will pay in any **one period of insurance** for this additional cover is shown in the schedule.

The **excess** for this additional cover is shown in the schedule.

Customer's property

We will indemnify **you** against **your** legal liability for **property damage** to a customer's property removed by **you** from the customer's premises to enable **you** to work upon the customer's property and whilst the property is in **your** care, custody or control.

We will not make any payment for the customer's property where:

- a. The **property damage** to the customer's property is more specifically insured elsewhere; or

Public and products liability (including financial loss)

Policy wording

- b. the customer's property has been lost due to unexplained disappearance or where the **property damage** cannot be identified as resulting from a single incident.

The most **we** will pay in any **one period of insurance** for this additional cover is shown in the schedule.

Financial loss

We will indemnify **you** if, during the **period of insurance** and as a result of **your business**, any party brings a claim against **you** in writing for **financial loss**.

We will also pay for **defence costs**.

The **excess** for this additional cover is £1,000 or 10% of the agreed settlement value of the claim, whichever is the greater.

The most **we** will pay in any one **period of insurance** for this additional cover is the amount shown in the schedule.

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

- a. sustained by any employee arising out of and in the course of employment by **you** in the **business**;
- b. arising as a result of strikes, lockouts or labour disturbances in which **you** or **your** employees are involved;
- c. arising from any act of fraud or dishonesty or from any insolvency or financial default;
- d. arising from the passing off or the infringement of patents, copyrights, trade marks or trade names or from deceit or injurious falsehood;
- e. for which an indemnity is provided by any other additional cover under this section, or any other section of the **policy**;
- f. for which an indemnity is provided by any other insurer under any other insurance;
- g. arising from any unauthorised access to a computer system or any interruption of or interference with electronic means of communication used in the conduct of **your business** including, but not limited to, any diminution in the performance of any website or electronic means of communication;
- h. for the diminution of the value of any property;
- i. when **your** liability arises under a contract or agreement where the liability would not have existed without the contract or agreement;
- j. for the cost of rectifying any defective workmanship;
- k. for the cost of repairing or replacing any **product** that fails to perform its intended purpose or function;
- l. arising from **your** breach of the Data Protection Act 1998;
- m. arising from **your** non delivery or late delivery of **your** work.

Motor contingent liability

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

We will not make any payment under this clause for any claim:

- a. arising from any mechanically propelled vehicle or any trailer attached to it which is:
 - i. owned by **you**; or
 - ii. loaned, leased, hired or rented to **you**; or
 - iii. provided by **you**; or
 - iv. being driven by **you**.
- b. for **property damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
- c. arising from the vehicle being driven by **you** or any person who to **your** knowledge or that of **your** representatives does not hold a licence to drive the vehicle;
- d. more specifically insured under another insurance policy;

Defamation	<p>e. for which insurance is necessary to comply with the Road Traffic Acts.</p> <p>If, during the period of insurance and as a result of your business, any party brings a claim against you for defamation, we will indemnify you against the sums you have to pay as compensation.</p> <p>We will not make any payment under this clause:</p> <p>a. for any claim which arises out of circumstances notified to your previous insurers or which are known to you at inception;</p> <p>b. for any claim which arises out of any statement which you knew, or ought reasonably to have known, was defamatory at the time of publication;</p> <p>c. for any claim brought outside the United Kingdom and Northern Ireland.</p> <p>The most we will pay in any one period of insurance for defamation is shown in your schedule.</p>
<hr/>	
What is not covered	A. We will not make any payment for any claim or loss directly or indirectly due to:
Property for which you are responsible	<p>1. loss of or damage to any property belonging to you or which at the time of the loss or damage is in your care, custody or control. This does not apply to:</p> <p>a. employees or visitors vehicles or effects while on your premises;</p> <p>b. premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your business;</p> <p>c. premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement;</p> <p>d. any claim covered under What is covered, Customer's property</p> <p>2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.</p> <p>This does not apply to:</p> <p>a. any tool of trade;</p> <p>b. the loading or unloading of any vehicle off the highway;</p> <p>c. any claim covered under What is covered, Motor contingent liability.</p>
Injury to employees	3. bodily injury to any person arising out of and in the course of their employment under a contract of service or apprenticeship with you .
Pollution	4. a. any pollution of buildings or other structures or of water or land or the atmosphere;
	b. any bodily injury or property damage directly or indirectly caused by pollution unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance ;
	c. any pollution occurring in the United States of America or Canada.
Computer virus	5. transmission of a computer virus .
Professional advice	6. designs, plans, specifications, formulae, directions or advice prepared or given by you for a fee.
Your products	7. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts other than as set out under What is covered , Removal and reinstallation of defective products.
	8. a. any of your products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;
	b. any of your products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints,

Public and products liability (including financial loss)

Policy wording

	<p>engineering or other data, advice and services and labour relating to such craft or your products;</p> <p>c. any error in connection with advice or instructions for the use or storage of your products or any omission from or in connection with such advice or instructions.</p>
Deliberate or reckless acts	9. 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.
Criminal acts	10. your liability in respect of any act of arson, theft, malicious damage, fraud, dishonesty or embezzlement, but we will insure against any claim or loss due to such an act being carried out by an employee of yours if it is notified to us within three months of its occurrence.
Date recognition	11. date recognition .
War and nuclear	12. war and nuclear risks .
Asbestos	13. asbestos risks . This does not apply to claims arising from accidental exposure to asbestos, asbestos fibres or materials containing asbestos.
Defective work	14. the cost of rectifying defective work other than as set out under What is covered , Defective work. B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against you resulting from work you undertake in any country outside the geographical limits .

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below.

We will also pay for **defence costs** but **we** will not pay costs for any part of a claim not covered by this section. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

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

Special limits

- a. For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.
- b. For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. **You** must pay the relevant **excess** shown in the schedule.
- c. For claims brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. **You** must pay the relevant **excess** shown in the schedule.
- d. The most **we** will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against **you** during the **period of**

insurance.

- e. For claims arising from **terrorism**, the limit of indemnity is £2,000,000 each and every claim or any other amount specified in the schedule, whichever is the lower. **We** will also pay for **defence costs**. **You** must pay the relevant **excess** shown in the schedule.

Criminal acts

1. The most **we** will pay in respect of the acts of any one employee or same original cause is the amount shown in the schedule. **We** will not pay for more than one claim for any one employee.
2. In respect of any criminal act involving the use of telephones, the most **we** will pay is the amount shown in the schedule.

Paying out the limit of indemnity

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

Your obligations

We will not make any payment under this section:

If a problem arises

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**.
2. unless **you** notify **us** as soon as practicable of:
 - a. **your** discovery that **your** workmanship or **products** are defective;
 - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Correcting problems

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

Fire precautions

We will not make any payment under this section unless **you** take all reasonable care that the following precautions are complied with whenever any blow lamp, blow torch, electric oxy-acetylene or other welding or cutting equipment is used:

1. a fire extinguisher must be kept available for immediate use;
2. all combustible materials are to be removed from the immediate vicinity of the work. Where these materials cannot be removed they should be covered with a proprietary solder mat or non-combustible blanket or screen;
3. all equipment must be lighted for as short a time as possible before use and extinguished immediately after use;
4. lighted equipment must not be left unattended;
5. a thorough examination must be made in the vicinity of the work after the termination of each day's operations. Should **you** or **your** employees be unable to complete this examination arrangements should be made with the occupier to carry out the examination.

Duty of disclosure

You must tell us as soon as reasonably possible if **your** turnover increases by more than 25% during the **period of insurance**. **We** may then amend the terms of conditions of this **policy**.

Control of defence

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

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

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	Any person working for you in connection with your business who is: <ul style="list-style-type: none">a. employed by you under a contract of service or apprenticeship;b. hired to or borrowed by you;c. self-employed and working on a labour only basis under your control or supervision;d. engaged by labour only sub contractors;e. a labour master or a person supplied by him;f. engaged under a work experience or training scheme;g. a voluntary helper.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

What is covered

Claims against you	<p>If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within, or while working temporarily outside, the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	<p>If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you.</p>
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p> <ul style="list-style-type: none">a. has not, in our reasonable opinion, caused or contributed to the claim against them;b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section;c. has not admitted liability or prejudiced the defence of the claim before we are notified of it;d. gives us the information and co-operation we reasonably require for dealing with the claim.

Unsatisfied court judgments	<p>If any employee obtains a judgment for damages following bodily injury against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than 6 months, we will pay to the employee at your request the amount of any unpaid damages and awarded costs provided that:</p> <ol style="list-style-type: none"> a. the bodily injury is caused during the period of insurance and arises out of and in the course of his or her employment in your business; and b. we would have covered your liability if you had caused the bodily injury; and c. there is no appeal outstanding; and d. the employee assigns his or her judgment to us.
-----------------------------	--

Additional cover

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

What is not covered

Deliberate or reckless acts	<p>A. We will not make any payment for:</p> <ol style="list-style-type: none"> 1. Any claim or loss directly or indirectly due to: <ol style="list-style-type: none"> a. any act, breach or omission you deliberately or recklessly commit, condone or ignore. b. any bodily injury caused to any of your employees while they are offshore. An employee is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform. c. any bodily injury to any employee while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where you are entitled to indemnity from any other source.
Offshore	
Road traffic legislation	
Claims outside the applicable courts	<p>2. Any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

How much we will pay

We will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

Special limits

Terrorism	<p>The most we will pay for claims and their defence costs arising from terrorism is the amount shown in the schedule. If we decide that this limit applies to a claim, it is your responsibility to prove that the claim does not arise from terrorism.</p>
Criminal proceedings costs	<p>We will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against you during the period of insurance.</p>
Court attendance compensation	<p>We will pay you the following compensation for each day, or part day:</p> <ol style="list-style-type: none"> 1. You or your partner or director £250 2. Any other employee £100 <p>The most we will pay for the total of all court attendance compensation is £10,000.</p>

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.
You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring your quote your policy number:
by email to: liability.claims@hiscox.com
by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE
2. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your employee** or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement.

Control of defence

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

Compulsory insurance clause

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

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

Special definitions for this section

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

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your business activity within the geographical limits for clients, any party brings a claim against you for:</p> <ol style="list-style-type: none">negligence or breach of a duty of care;negligent misstatement or negligent misrepresentation; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Mitigation costs	<p>If a problem arises which is capable of being rectified but which, if left, is likely to lead to a claim against you which would be covered by this policy, we will pay the expenses you reasonably and necessarily incur with our prior written consent in rectifying the problem to avoid the claim. We will only do this if we agree that these expenses are less than the amount of a potential claim. It is for you to satisfy us that you have acted reasonably in seeking to rectify the problem in this way. If, following rectification, a claim is still brought against you, we will deal with it but our total payment, including what we have already paid, will not exceed the limit of indemnity shown in the schedule.</p> <p>We will not make any payment for any part of a claim not covered by this section.</p>
Your own losses	
Criminal proceedings	<p>If you are charged with a criminal offence during the period of insurance under a statute or regulation that applies to your business or business activity, we will pay the reasonable costs incurred with our prior written consent to defend you if, in our opinion, a successful defence may avoid a claim being made against you which would be covered by this section.</p>

What is not covered

Matters specific to your business	<p>A. We will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none">your failure to account for any monies received.your failure to obtain and maintain adequate insurance.your failure to obtain and maintain adequate financing for a project.any liability of yours connected with the provision of estimates for construction costs.any overcharging of fees or commission by you.any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.breach of confidence, misuse of any information, infringement of any right to privacy, or defamation.infringement of any intellectual property rights.
-----------------------------------	--

Professional indemnity

- | | |
|--|--|
| | 9. your operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or your breach of any legislation or regulation relating to these activities. |
| | 10. your breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation. |
| | 11. your or your sub-contractor's defective workmanship, or any defective materials you , your sub-contractor or a third party have supplied, or your or your sub-contractor's failure to supervise or inspect the work you or your sub-contractor have carried out. |
| | 12. transmission of a computer virus . |
| Collateral warranties | 13. your agreement to take on any legal liability under any express agreement, warranty, indemnity, waiver or guarantee, unless: <ul style="list-style-type: none"> a. you would be liable even if you had not given any such agreement, warranty, indemnity, waiver or guarantee; or b. the liability arises from a Collateral Warranty or Duty of Care agreement, in which case we will not indemnify you for any liability arising from: <ul style="list-style-type: none"> i. any fitness for purpose guarantee; ii. any greater or longer lasting benefit than that given to the party with whom you originally contracted; iii. any express guarantee, contractual penalty or liquidated damages; iv. any assignment of the warranty or agreement to any purchaser or tenant after the first two assignments; v. your agreement to exercise a standard of care greater than would normally be expected in your profession. |
| Joint ventures | 14. activities carried out in the name of a consortium, joint venture or profit sharing scheme in which you are a party. |
| Matters insurable elsewhere | 15. the death or any bodily or mental injury or disease suffered by: <ul style="list-style-type: none"> a. anyone employed by or working for you and arising out of their work for you; b. anyone else, unless arising directly from your breach of a duty of care in the performance of a business activity. |
| | 16. the loss, damage or destruction of any tangible property, unless arising directly from your breach of a duty of care in the performance of a business activity carried out by you . |
| | 17. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper. |
| | 18. any personal liability incurred by a director or officer of yours when acting in that capacity or managing your business, or your breach of any fiduciary duty, other than when performing a business activity for a client, or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements. |
| Deliberate, reckless or dishonest acts | 19. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. |
| Pre-existing problems | 20. any shortcoming in your work, or any dispute in connection with a contract, which could lead to a claim or criminal proceedings being made against you , which you knew about, or ought reasonably to have known about, before the start of the period of insurance . |
| Date recognition | 21. date recognition . |
| War, terrorism and nuclear | 22. war, terrorism or nuclear risks . |
| Asbestos | 23. asbestos risks . |

Professional indemnity

Claims brought by a related party	<p>B. We will not make any payment for:</p> <p>1. any claim brought by an insured within the definition of you or any party with a financial, executive or managerial interest in you, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third party directly arising out of the performance of your business activity.</p>
Restricted recovery rights	<p>2. that part of any claim where your right of recovery is restricted by any contract.</p>
Consequential loss	<p>3. your lost profit, mark-up or liability for VAT or its equivalent.</p> <p>4. any trading loss or trading liability including those arising from the loss of any client, account or business.</p>
Non-compensatory payments	<p>5. fines and contractual penalties, aggravated, punitive or exemplary damages, and additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.</p> <p>6. any costs awarded against you as a result of criminal proceedings.</p>
Claims outside the applicable courts	<p>7. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

How much we will pay

Special limit for criminal proceedings costs	<p>The most we will pay for the total of all claims, their defence costs and any mitigation and criminal proceedings costs combined is the single limit of indemnity shown in the schedule irrespective of the number of claims. You must pay the excess shown in the schedule for each claim.</p>
Paying out the limit of indemnity	<p>The most we will pay for the costs to defend all criminal proceedings is the amount shown in the schedule. We will not pay any costs awarded against you as a result of such proceedings. You must pay the relevant excess shown in the schedule.</p> <p>At any stage of a claim we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. This includes defence costs already incurred at the date of our payment. We will then have no further liability for any claim, loss or costs.</p>

Your obligations

If a problem arises	<p>We will not make any payment under this section:</p> <p>1. unless you notify us promptly of the following within the period of insurance or at the latest within 14 days after it expires for any problem you first become aware of in the seven days before expiry:</p> <ul style="list-style-type: none"> a. your first awareness of a shortcoming in your or your sub contractor's work for a client which is likely to lead to a claim against you. This includes any criticism of your work even though regarded by you as unjustifiable. <ul style="list-style-type: none"> If we accept your notification we will regard any subsequent claim as notified to this insurance. b. any claim or threatened claim against you. c. your first awareness of any actual or threatened criminal proceedings against you. <p>2. if, when dealing with your client or a third party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. You must also not reveal the amount of cover available under this insurance, unless you had to give these details in negotiating a contract with your client or have our prior written agreement.</p> <p>3. unless you start, at our expense, any court or arbitration proceedings which we reasonably require to challenge or re-open.</p>
---------------------	---

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.

**Special definitions
for all property
sections**

Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Approved agreement	A hire agreement that complies with the Model Conditions for the hiring of plant approved by the Construction Plant-hire Association.
Business premises	The space you occupy at the premises shown in the schedule located in a building of standard construction unless otherwise notified to us and to which we have confirmed our agreement. This includes any outbuildings you occupy on the same premises.
Contract site	Any location, within the geographical limits , where you are under contract to carry out your business .
Damage	Accidental physical loss or physical damage.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or subsidence and any ensuing tsunami.
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Hired in plant	Plant and equipment used in connection with the business which does not belong to you but for which you are legally responsible under a standard hire contract, including: <ul style="list-style-type: none"> a. access equipment; b. generators, mobile lighting and pumps; c. diggers, dumpers and trailers; d. power tools and compressors; e. forklifts, teletrucks and telehandlers; f. portacabins. <p>Stock, own plant and equipment, portable tools, portable electronic equipment and any other equipment used in connection with the business which belongs to you is not included within this definition.</p>
Identity fraud	Someone, or a group of people, knowingly using a means of identification belonging to you without your knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
Own plant and equipment	Plant and equipment used in connection with the business which belongs to you , including: <ul style="list-style-type: none"> a. access equipment; b. generators, mobile lighting and pumps; c. diggers, dumpers and trailers; d. power tools and compressors; e. forklifts, teletrucks and telehandlers; f. portacabins. <p>Stock, hired in plant, portable tools and portable electronic equipment are not included within this definition.</p>
Portable electronic equipment	The portable electronic equipment listed below that is regularly used away from the business premises in connection with the business and which belongs to you : <ul style="list-style-type: none"> a. laptops or other portable computers; b. mobile phones.

Property definitions

Portable tools	Portable hand tools that are regularly used away from the business premises in connection with the business and which belong to you , including electronic testing or measuring equipment;
Property	Tangible property.
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
Stock	Stock and samples belonging to you .
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	Subsidence, landslip or heave.

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

**Special definitions
for this section**

Buildings	<p>The buildings, which belong to you or for which you are legally responsible, at the premises shown in the schedule, including:</p> <ol style="list-style-type: none">outbuildings and annexes;landlord's fixtures and fittings, fixed fuel tanks;walls, gates and fences, car parks, yards, private roads, pavements and paths, at the premises;pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains. <p>The land at the premises is not included within this definition.</p>
Rent receivable	<p>Rent that you cannot legally recover from your tenants whilst the buildings or any part are unusable as a result of insured damage.</p>

What is covered

Additional cover	<p>We will insure you against damage occurring during the period of insurance to insured buildings or any other items specified in the schedule.</p>
Trace and access	<p>The following are also provided up to the amount shown in the schedule:</p> <ol style="list-style-type: none">We will pay for the necessary and reasonable costs you incur with our consent to locate any damage to cables, underground pipes and drains or the source of a gas leak or of any escape of water from permanent internal plumbing, where the damage, leakage or escape first occurs during the period of insurance. We will also pay the cost to make good any damage caused as a consequence of locating the damage or source of leakage or escape.
Emergency services	<ol style="list-style-type: none">We will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which you are liable following damage occurring during the period of insurance to insured buildings not otherwise excluded.
Loss prevention costs	<ol style="list-style-type: none">We will pay for necessary and reasonable costs that you incur in order to prevent or minimise insured damage occurring during the period of insurance to the buildings.
Additions to buildings	<ol style="list-style-type: none">We will pay for damage occurring during the period of insurance to any additions or improvements of standard construction to the buildings once they are completed and become your legal responsibility, provided you tell us the additional values as soon as possible and pay the appropriate premium.
Inadvertent omissions	<ol style="list-style-type: none">Having notified us of the intention to insure all buildings in which you have an interest and it being your understanding that all property is accounted for, if any such property is found to have been omitted, we will deem it to be insured within the terms of this policy, provided it is of standard construction. This is subject to payment of the appropriate premium either from policy inception or from the date which you became legally responsible for such property.
Selling the buildings	<ol style="list-style-type: none">If you are selling the buildings, this policy will cover the buildings for the buyer from the time you exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this policy.
Trees, shrubs and plants	<ol style="list-style-type: none">We will pay for damage occurring during the period of insurance to trees, shrubs or plants at your business premises, which are owned by you or for which you are legally responsible, as a result of fire or explosion.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. settlement or bedding down of new structures;
 - c. settlement or movement of made up ground;
 - d. coastal or river erosion;
 - e. collapse or cracking, other than **damage** to the main building resulting from **subsidence**;
 - f. **subsidence**:
 - i. to walls, gates and fences, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time and by the same cause;
 - ii. to solid floors unless the walls are physically damaged at the same time and by the same cause.
 - g. demolition, building work or groundwork on the premises;
 - h. a rise in the water table;
 - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - j. **storm** or **flood** to gates or fences;
 - k. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the building is occupied and in use;
 - l. **date recognition**;
 - m. any **virus**.
2. **damage** to any electrical or mechanical plant or equipment directly resulting from its own breakdown, explosion or collapse.
3. misuse, faulty workmanship, defective design or the use of faulty materials.
4. the cost of maintenance or routine redecoration.
5. any indirect losses which result from the incident which caused **you** to claim.
6. pollution or contamination except **damage** to insured **property** which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured **damage** covered under this section; or
 - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
7.
 - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this clause, it will be for **you** to show that the clause does not apply.
8. **war, confiscation** and **nuclear risks**.
9. the amount of the **excess**.

How much we will pay

Rebuilding and repair

We will pay up to the **amount insured** unless limited below or in the schedule, but **we** will not pay more than the **amount insured** in total for the cost of rebuilding or repair and other costs combined.

We will pay the cost of rebuilding or repairing the **buildings** to a condition equal to but not better or more extensive than their condition when new, provided **you** carry out the rebuilding or repair and do so without unreasonable delay.

Property – buildings

Policy wording

Other costs	<p>We will pay the following necessary and reasonable costs and expenses you incur in rebuilding or repairing following damage insured by this section:</p> <ol style="list-style-type: none">the cost of removing debris of the buildings from the premises or the area immediately adjacent;the cost of dismantling, demolishing, shoring up or propping up any part of the buildings;the cost of complying with any statutory or local authority requirement regarding the damaged part of the buildings, unless notice of such requirement was served before the damage and provided the buildings were originally built according to any government and local authority regulations in force at that time;the fees of architects, surveyors or consulting engineers;clearing, cleaning and repairing drains, gutters, sewers and the like on your premises which are blocked or damaged. <p>We will not pay for the cost of preparing a claim.</p>
Special rebuilding conditions	<p>You may rebuild or replace buildings which are totally destroyed in any manner suitable to your requirements and/or on another site provided this does not increase the cost.</p>
Under insurance	<p>If, at the time of damage, the amount insured is less than 85% of the total rebuilding cost of the buildings including an allowance for other costs, the amount we pay will be reduced in the same proportion as the under insurance.</p>
Index linking	<p>The amount insured for buildings will be adjusted monthly in line with any change in nationally published indices. We will not reduce the amount insured without your consent.</p>

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you notify us promptly of any damage which might be covered.</p> <p>You should report to the police, as soon as is reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.</p> <p>You should arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.</p>
Unoccupancy	<p>You must tell us immediately if the buildings will be left unoccupied or will not be used for more than 30 consecutive days. If you do not, we will not make any payment for damage occurring while the buildings are unoccupied. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p>
Building works	<p>If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings and the estimated cost is more than £75,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may then amend the terms of this policy. If you do not tell us about such work, we may not pay for any damage directly or indirectly caused by or resulting from the building works.</p> <p>You do not have to tell us if the work is for redecoration only.</p>
Flat roofs	<p>You must arrange for any flat roof of the buildings to be inspected by a competent person at least once every two years and for any fault, defect or deficiency discovered as a result of the inspection to be rectified within 14 days of the discovery. If you do not, we will not make any payment for any damage caused by the fault, defect or deficiency.</p>

Special conditions

Workmen	<p>Workmen are permitted in or about any of the buildings for the purposes of carrying out minor alterations, repairs, decoration and maintenance without invalidating this insurance.</p>
---------	--

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

**Special definitions
for this section**

Contents	<p>The contents of your business premises used in connection with the business which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none">general contents and goods held in trust;works of art or precious metals;tenants improvements, decorations, fixtures and fittings including, if attached to the building, external signs, aerials and satellite dishes;pipes, ducting, cables, wires and associated control equipment within the business premises and extending to the public mains. <p>Money, personal effects, stock, computers, own plant and equipment, hired in plant and portable tools are not included within this definition.</p>
Computers	<p>Computers and ancillary equipment, including software and data carrying media, but excluding data or information entered by you or on your behalf.</p> <p>Portable electronic equipment is not included within this definition.</p>
Hacker	<p>Anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data that you hold electronically.</p>
Money	<p>Cash, bank and currency notes, cheques, travellers cheques, postal orders, money orders, crossed bankers drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to you.</p>
Personal effects	<p>Articles worn, used or carried about the person, excluding cash and jewellery.</p>
Software	<p>Programmes which run your computers, including both your own operating programmes and application programmes used in the course of your business.</p>

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** up to the amount shown in the schedule for each of the items listed below:

- contents, computers, own plant and equipment, portable electronic equipment, portable tools and stock** contained in the **business premises**;
- hired in plant** contained in the **business premises** unless **you** have purchased the Hired in plant section of this **policy** in which case no cover for **hired in plant** will be provided under this section;
- contents** and **computers** temporarily elsewhere in the United Kingdom, the Channel Islands, the Isle of Man and the Republic of Ireland, including whilst in transit, up to a maximum of £25,000 or 10% of the **amount insured** whichever is the lesser;
- stock** temporarily elsewhere in the United Kingdom, the Channel Islands, the Isle of Man and the Republic of Ireland, including whilst in transit, up to a maximum of £5,000 each incident of loss.

Additional cover The following are also provided up to the amount shown in the schedule:

- Glass breakage
- The necessary and reasonable costs **you** incur following breakage or scratching during the **period of insurance** of glass, which belongs to **you** or for which **you** are legally responsible, for:
 - temporary boarding up;

	<ul style="list-style-type: none"> b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass; c. replacement lettering or other ornamental work and alarm foil on glass.
Additions to contents	2. Damage occurring during the period of insurance to any additional contents , provided you tell us the additional values as soon as possible and pay the appropriate premium.
Money	3. Damage occurring during the period of insurance to money held in connection with the business : <ul style="list-style-type: none"> a. in the business premises while open for business or in a locked safe; b. in transit within the United Kingdom, the Channel Islands, the Isle of Man and the Republic of Ireland or whilst at the home of any partner, director or employee of yours.
Identity fraud	4. The following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud occurring during the period of insurance : <ul style="list-style-type: none"> a. solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness your signature; b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies; c. fees charged when you re-apply for a commercial loan that was originally rejected.
Personal effects	5. Damage occurring during the period of insurance to the personal effects of your employees or visitors to the business premises provided they are not insured elsewhere.
Reconstitution of electronic data	6. The reasonable cost of reconstituting the data you need to continue your business , if your electronic business records and electronic data have been lost or distorted as a direct result of damage covered under this section.
Reconstitution of other business documents	7. The reasonable costs of replacing or reconstituting your business documents that are not held electronically and which you need to continue your business , if such documents have been lost or destroyed as a direct result of damage covered under this section.
Lock replacement	8. The costs you incur to replace locks and keys necessary to maintain the security of your business premises or safes following theft of keys involving force and violence occurring during the period of insurance .
Building damage by theft	9. The cost of repairing damage occurring during the period of insurance to the business premises buildings caused by theft or attempted theft and for which you are legally liable.
Rent	10. The amount of any rent for the business premises that you must pay for any period during which the business premises or any part of it is unusable as a result of damage insured by this section.
Losses from fraud and dishonesty	11. Loss by fraud or dishonesty of any partner, director or employee of yours provided that the loss is notified to us within ten working days of its discovery by you .
Unauthorised use of telephones	12. Loss due to unauthorised use of telephones from within your business premises by anyone other than your employees.
Personal assault following robbery or attempted robbery	13. Compensation as shown in the schedule if any partner, director or employee of yours is physically injured in the course of your business in a robbery or attempted robbery occurring during the period of insurance either at the business premises or within the geographical limits and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the period of insurance .
Metered water and fuel	14. The cost that you incur for any metered water and fuel used at the business premises when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of damage occurring during the period of insurance to any storage tank, equipment or piping resulting from a cause not otherwise excluded.
Undamaged tenants	15. Tenants improvements if your lease is cancelled by the lessor as a consequence of damage occurring during the period of insurance to the business premises , provided

improvements

the cancellation is a valid condition of **your** lease and tenants improvements are an insured item under this **policy**.

What is not covered

- A. **We** will not make any payment for:
1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
 - c. coastal or river erosion or a rise in the water table;
 - d. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** is occupied and in use;
 - e. theft from an unattended vehicle unless the item is out of sight in a locked boot or locked load area of a commercial vehicle;
 - f. theft of tools and equipment situated outdoors between the hours of 9.00pm and 6.00am unless the item is in a securely locked compound;
 - g. **date recognition**;
 - h. a **virus** or **hacker**.
 2. **damage** to **property** being cleaned, worked on or maintained.
 3. **damage** to any electrical or mechanical plant or equipment (other than **computers**) directly resulting from its own breakdown, explosion or collapse.
 4. breakdown of **computers** unless they are subject to a manufacturer's guarantee or a maintenance contract providing free parts and labour in the event of a breakdown.
 5. loss or distortion of information resulting from error or malfunction of **computers**.
 6. the value to **you** of any lost or distorted information.
 7. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
 8. unexplained loss or disappearance or inventory shortage.
 9. loss due to clerical or accounting errors.
 10. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
 11. any indirect losses which result from the incident which caused **you** to claim.
 12. pollution or contamination except **damage** to insured **property** which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured **damage** covered under this section, or
 - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
 13.
 - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
 14. **war**, **confiscation** and **nuclear risks**.
 15. the amount of the **excess**.

How much we will pay

Repair and replacement	<p>We will pay up to the amount insured shown in the schedule unless limited below or in the schedule.</p> <p>At our option we will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"> 1. for contents, computers, portable electronic equipment, portable tools the cost of repair or replacement as new; 2. for personal effects, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss. 3. for own plant and equipment that is less than 12 months old at the time of the damage, the cost of repair or replacement as new; 4. for own plant and equipment that is more than 12 months old at the time of the damage, the cost of: <ol style="list-style-type: none"> i. repair; or ii. replacement with a model of equivalent specification, age and condition; 5. for stock, the cost of repair or replacement at the cost price to you. 6. for hired in plant: <ol style="list-style-type: none"> i. If you have used an approved agreement for the hired in plant then we will pay for the extent of your legal liability in respect of replacing or repairing the hired in plant following the damage; or ii. If you did not use an approved agreement for the hired in plant then at our option we will pay for: <ol style="list-style-type: none"> a. repair of the hired in plant as long as this is less than the cost of replacement or the extent of your liability under the hire agreement; or b. replacement of the hired in plant with a model of equivalent specification, age and condition as long as this is less than the extent of your liability under the hire agreement; or c. the monetary value of b. above. <p>However, in any event we will not pay any more than if you had used an approved agreement.</p>
Debris removal	<p>We will pay the necessary and reasonable costs and expenses you incur to remove debris of contents from the premises or the area immediately adjacent, following damage insured by this section.</p>
Under insurance	<p>If, at the time of damage, the amount insured is less than 85% of the total value of the contents, the amount we pay will be reduced in the same proportion as the under insurance.</p>
Index linking	<p>The amount insured for contents will be adjusted monthly in line with any increase in nationally published indices. We will not reduce the amount insured without your consent.</p>
Personal assault following robbery or attempted robbery	<p>We will not pay compensation under more than one heading in the schedule for the same injury.</p>
Pairs and sets	<p>If any contents which have an increased value because they form part of a pair or set are damaged any payment we make will take account of the increased value.</p>
Other interests	<p>Any payment we make will take into account the interest of any party having an insurable interest in the contents insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.</p>
Special limits	
Fraud and dishonesty	<p>The most we will pay for all losses occurring during the period of insurance arising from the fraud or dishonesty of any partner, director or employee of yours is the amount shown in the schedule.</p>

Computer breakdown

The most **we** will pay for any loss arising from breakdown of **computers** during the **period of insurance** is the amount shown in the schedule. This limit is an aggregate limit applying across all property sections of this **policy**.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you** notify **us** promptly of any **damage** which might be covered.

You must report to the police, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.

You must arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Backing up electronic data

We will not make any payment for reconstitution of electronic data unless **you** take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the **business premises**.

Protections

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

Unoccupancy

You must tell **us** immediately if the **business premises** will be left unoccupied or will not be used for more than 30 consecutive days. If **you** do not, **we** will not make any payment for **damage** occurring while the **buildings** are unoccupied. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than £75,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may then amend the terms of this **policy**. If **you** do not tell **us** about such work, **we** may not pay for any **damage** directly or indirectly caused by or resulting from the building works.

You do not have to tell **us** if the work is for redecoration only.

Flat roofs

You must arrange for any flat roof of the **buildings** to be inspected by a competent person at least once every two years and for any fault, defect or deficiency discovered as a result of the inspection to be rectified within 14 days of the discovery. If **you** do not, **we** will not make any payment for any **damage** caused by the fault, defect or deficiency.

Property - business interruption
Policy wording

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

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

Special definitions for this section

Additional increased costs of working	The additional costs and expenses reasonably incurred by you with our prior consent in order to continue your business or minimise your loss of gross profit during the indemnity period and not limited to the reduction in gross profit saved.
Gross profit	The difference between the sum of your income , closing stock and work in progress and the sum of your opening stock, work in progress and uninsured working expenses .
Income	The money paid or payable to you in respect of your business carried out from your business premises .
Increased costs of working	The costs and expenses necessarily and reasonably incurred by you for the sole purpose of minimising the reduction in income to your business during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period beginning at the date of the insured damage , or the date the restriction is imposed, and lasting for the period during which your income is affected as a result of such insured damage or restriction, but for no longer than the number of months shown in the schedule.
Insured damage	Damage to property provided that: <ul style="list-style-type: none"> a. the damage is not otherwise excluded by the Buildings, Contents, Own tools, plant and equipment, Contract works or Hired in plant section of this policy; and b. payment has been made or liability admitted by the insurer under any insurance covering such damage.
Notifiable human disease	Any human infectious or human contagious disease, an outbreak of which must be notified to the local authority.
Rate of gross profit	The percentage produced by dividing gross profit by your income during the financial year immediately before the date of any insured damage .
Uninsured working expenses	Purchases less discounts received, bad debts and any other item described as an uninsured expense in the schedule.

What is covered

We will insure **you** for **your** financial losses and any other items specified under this section in the schedule, resulting solely and directly from an interruption to **your business** caused by **insured damage to property**:

- a. insured under the Buildings, Contents or Own tools, plant and equipment section of this **policy**; or
- b. insured elsewhere, provided the **damage** occurred whilst the **property** was contained in the **business premises**;

Additional cover

We will also insure **you** for **your** financial losses and any other items specified under this section in the schedule, resulting solely and directly from an interruption to **your business** caused by the following:

- Premises access
 - 1. **insured damage to property** in the vicinity of the **business premises** which prevents or hinders **your** access to the **business premises**;
- Suppliers
 - 2. **insured damage** arising at the premises of one of **your** suppliers operating and based in the European Union, other than water, gas, electricity or telecommunications services;

Property - business interruption

Policy wording

Public utilities	3. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union to the business premises for more than 24 consecutive hours caused by insured damage to any land based premises of the supply authority or the terminal feed to your business premises ;
Public authority	4. your inability to use the business premises due to restrictions imposed by a public authority following: <ol style="list-style-type: none"> a. a murder or suicide; b. an occurrence of a notifiable human disease; c. injury or illness of any person traceable to food or drink consumed on the premises; d. vermin or pests at the premises.
Contract Sites	5. insured damage to property at the premises or sites of any of your customers in the United Kingdom with whom at the time of the insured damage you have agreed under a contract or trading relationship to supply goods or services.

What is not covered

1. **We** will not make any payment for any interruption to **your business** directly or indirectly caused by, resulting from or in connection with **terrorism**.
2. **We** will not make any payment under this section if **your business** is discontinued permanently or if a liquidator or receiver is appointed.

How much we will pay

We will pay up to the **amount insured** unless limited below or in the schedule. **We** will pay for no longer than the period shown in the schedule against each item insured.

If **you** are accountable to the tax authorities for Value Added Tax, the amount **we** pay will be exclusive of such tax.

The amount **we** pay for each item will be calculated as follows:

Loss of gross profit	the sum produced by applying the rate of gross profit to any reduction in income during the indemnity period , less any business expenses or charges which cease or are reduced. We will also pay for increased costs of working .
Outstanding debts	any of your outstanding debts which you are unable to recover as a direct result of insured damage to your accounting records.
Accountant's charges	the amount we will pay for loss of income , or loss of gross profit if applicable, includes the reasonable charges you pay to your professional accountant for producing information we require in support of a request for settlement under this section.
Amount insured	your amount insured under this section does not reflect your estimated gross profit for the forthcoming year and is a limit agreed by you and us , that is the maximum we will pay under this section.
Business trends	the amount we pay for loss of gross profit will be amended to reflect any special circumstances or business trends affecting your business , either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the damage or restriction had not occurred.

Special limits

Additional covers applicable to this section	Where an additional cover applies, we will not pay more than the amount shown in the schedule for that additional cover, irrespective of the number of premises affected.
Computer breakdown	The most we will pay for any loss arising from breakdown of computers during the period of insurance is the amount shown in the schedule. This limit is an aggregate limit applying across all property sections of this policy .

Your obligations

If any damage occurs	We will not make any payment under this section unless you notify us promptly of any damage or event which might prevent or hinder you from carrying on your business .
Property insurance	Where the damage involves property you own or are legally responsible for, we will not make any payment unless you have property insurance in force covering the damage and payment has been made, or liability admitted, under that insurance for the damage . With regard to breakdown damage to computers and ancillary equipment, this requirement is satisfied if you have in force a manufacturer's guarantee or a maintenance contract providing free parts and labour in the event of breakdown.
Accounts records	We will not make any payment for outstanding debts unless you keep a record of all amounts owed to you and keep a copy of the record away from the business premises .

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

What is covered	We will insure you against damage occurring during the period of insurance to hired in plant anywhere within the geographical limits.
Additional cover	We will also pay for:
Hire charges	<p>1. hire charges for which you are legally responsible under an approved agreement arising directly from damage to hired in plant insured under this section.</p> <p>The most we will pay in any one period of insurance is shown in the schedule.</p>
Debris removal costs	<p>2. the necessary and reasonable costs and expenses you incur to remove debris of hired in plant from your business premises, the contract site or the area immediately adjacent, following damage insured by this section.</p> <p>The most we will pay in any one period of insurance is shown in the schedule.</p>
Legal defence costs	<p>3. costs incurred with our prior written agreement to investigate, settle or defend a claim against you during the period of insurance directly relating to any actual or potential claim under this section.</p> <p>We will not make any payment for costs incurred to investigate, settle or defend a claim brought outside the United Kingdom, the Channel Islands, the Isle of Man and the Republic of Ireland.</p> <p>The most we will pay in any one period of insurance is shown in the schedule.</p>
Loss prevention costs	<p>4. the necessary and reasonable costs that you incur in order to prevent or minimise insured damage occurring during the period of insurance to hired in plant, but not exceeding the costs which would have been incurred had the measures not been taken.</p> <p>The most we will pay in any one period of insurance is shown in the schedule.</p>
Repair costs	<p>5. costs incurred with our prior written agreement to effect a temporary repair or to expedite a permanent repair following insured damage occurring during the period of insurance to hired in plant.</p> <p>The most we will pay in any one period of insurance is shown in the schedule.</p>
Recovery costs	<p>6. the necessary and reasonable costs that you incur in order to recover hired in plant which is accidentally immobilised during the period of insurance due to adverse ground conditions, but we will not make any payment under this section:</p> <ol style="list-style-type: none"> a. if you do not take all reasonable steps to prevent immobilisation where it is known that adverse ground conditions exist; or b. if you do not take all reasonable steps to prevent damage occurring to the hired in plant or surrounding property during the recovery; or c. for any item of hired in plant situated in or under water or underground; or d. for any item of hired in plant where immobilisation was caused by its own breakdown, explosion or collapse; or e. for any item of hired in plant where immobilisation was caused by your failure to maintain the hired in plant in the manner recommended by the manufacturer. <p>The most we will pay is the lesser of:</p> <ol style="list-style-type: none"> 1. the amount shown in the schedule; or 2. the cost of repair or replacement at the trade market value of the hired in plant; or 3. your liability in respect of the hired in plant.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. scratching, wear and tear, inherent defect, erosion, corrosion, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. improper use, deliberate overloading or overload testing;
 - c. any lifting or lowering operation in which the load is shared between two or more machines;
 - d. frost, dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
 - e. coastal or river erosion;
 - f. a rise in the water table;
 - g. **data recognition**;
 - h. any computer **virus** or anyone who maliciously targets **you** and gains unauthorised access to **your** website, intranet, computer system, network, telephony equipment or data that **you** hold electronically;
 - k. or resulting from or in connection with pollution or contamination.
2. **damage** to any aircraft or other aerial device, or to any hovercraft or watercraft or any equipment attached to such means of transport, or to any marine rig or platform or any equipment attached to such rig or platform.
3. **damage** to any mechanically propelled vehicles and their trailers, but this does not apply to mobile plant or equipment designed or adapted primarily as a tool of the trade or where insurance or security is not required under the provisions of any road traffic legislation.
4. **damage** to any mechanically propelled vehicles and their trailers whilst being driven on a public highway.
5. **damage** to **hired in plant** being cleaned, worked on or maintained.
6. **damage** to **hired in plant** while in transit by sea or air.
7. **damage** to tyres caused by punctures, cuts or bursts or by the application of brakes.
8. **damage** to **hired in plant** which has been hired out or loaned by **you** unless the terms under which the **hired in plant** has been hired out or loaned are no less onerous than the terms under which the **hired in plant** were hired by **you**.
9. loss or distortion of information resulting from an error or malfunction of electronic equipment.
10. the value to **you** of any lost or distorted information.
11. **damage** to **hired in plant** directly resulting from its own breakdown, explosion or collapse.
12. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
13. unexplained loss or disappearance or inventory shortage.
14. loss due to clerical or accounting errors.
15. loss by fraud or dishonesty of any partner, director or employee of **yours**.
16. financial loss due to **your** parting with title or possession of **property** insured under this section or rights to **property** insured under this section prior to receiving payment in full.
17. any indirect losses which result from the incident which caused **you** to claim other than those listed under **What is covered, Additional cover** up to the limit stated in the schedule.
18.
 - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
19. **war, confiscation and nuclear risks**.
20. the amount of the **excess**.

21. **damage** to any **property** for which an indemnity or reimbursement is provided by any other section of the **policy**.

How much we will pay

Basis of settlement

We will pay up to the amount shown in **your** schedule unless limited below.

1. If **you** have used an **approved agreement** for the **hired in plant** then **we** will pay for the extent of **your** legal liability in respect of replacing or repairing the **hired in plant** following the **damage**; or
2. If **you** did not use an **approved agreement** for the **hired in plant** then at our option **we** will pay for:
 - i. repair of the **hired in plant** as long as this is less than the cost of replacement or the extent of **your** liability under the hire agreement; or
 - ii. replacement of the **hired in plant** with a model of equivalent specification, age and condition as long as this is less than the extent of **your** liability under the hire agreement; or
 - iii. the monetary value of ii. above.

However, in any event **we** will not pay any more than if **you** had used an **approved agreement**.

Other interests

Any payment will take into account the interest of any party having an insurable interest in the **hired in plant** insured.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you** notify **us**, and the hirer of the **property** promptly of any **damage** which might be covered. If **you** think a crime has been committed, **you** must also report it to the police.

In the case of the loss or theft of any **hired in plant**, **we** will not make any payment unless **you** report the loss to the police within 48 hours after **you** become aware of it.

You should not undertake or arrange for any repairs or remedial work on the **property** unless permission has been granted by **us** and the hirer of the **property**.

Duty of disclosure

We do not require a declaration at the end of the **period of insurance** regarding **your** actual hiring charges.

However, if at any point during the **period of insurance** **your** hiring charges increase by more than 25% of the amount **you** last declared to **us**, **you** must notify **us** as soon as possible.

Hiring in equipment

When hiring in **hired in plant** **you** must complete and record an inventory check and inspect all items for **damage** prior to acceptance and agree a schedule of any **damage** with the hire company before taking charge of the **hired in plant**. Upon returning the **hired in plant** to the hire company **you** must only return the **hired in plant** to persons authorised within the hire company to accept their return. **We** will not make any payment for any claim or loss where **you** fail to demonstrate to **our** satisfaction that **you** have complied with these requirements.

Property – own tools, plant and equipment

Policy wording

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

What is covered	We will insure you against damage occurring during the period of insurance to own plant and equipment, portable electronic equipment and portable tools anywhere within the geographical limits.
Additional cover	We will also pay for:
Stock	1. damage to stock anywhere within the geographical limits occurring during the period of insurance . The most we will pay for this additional cover is £5,000 in any one period of insurance .
Reconstitution of electronic data	2. the reasonable cost of reconstituting the data you need to continue your business , if your electronic business records and electronic data have been lost or distorted as a direct result of damage covered under this section. The most we will pay is shown in the schedule.
Debris removal costs	3. the necessary and reasonable costs and expenses you incur to remove debris of own plant and equipment, portable electronic equipment and portable tools from your business premises, the contract site or the area immediately adjacent, following damage insured by this section. The most we will pay in any one period of insurance is shown in the schedule.

What is not covered	We will not make any payment for:
	<ol style="list-style-type: none"> 1. damage caused by: <ol style="list-style-type: none"> a. scratching, wear and tear, inherent defect, erosion, corrosion, rot, fungus, mould, vermin or infestation, or any gradually operating cause; b. improper use, deliberate overloading or overload testing; c. any lifting or lowering operation in which the load is shared between two or more machines; d. frost, dryness or humidity, being exposed to light or extreme temperatures, unless the damage is caused by storm or fire; e. theft from an unattended vehicle unless the item is out of sight in a locked boot or locked load area of a commercial vehicle; f. coastal or river erosion or a rise in the water table; g. date recognition; h. any computer virus or anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data that you hold electronically; i. theft of property situated outdoors between the hours of 9.00pm and 6.00am unless the item is in a securely locked compound; j. or resulting from or in connection with pollution or contamination. 2. damage to any aircraft or other aerial device, or to any hovercraft or watercraft or any equipment attached to such means of transport, or to any marine rig or platform or any equipment attached to such rig or platform. 3. damage to any mechanically propelled vehicles and their trailers, but this does not apply to mobile plant or equipment designed or adapted primarily as a tool of the trade or where insurance or security is not required under the provisions of any road traffic legislation. 4. damage to any mechanically propelled vehicles and their trailers whilst being driven on a public highway. 5. damage to any property insured under this section whilst being cleaned, worked on or maintained. 6. damage to any property insured under this section while in transit by sea or air.

Property – own tools, plant and equipment

Policy wording

7. **damage** to tyres caused by punctures, cuts or bursts or by the application of brakes.
8. **damage** to any **property** insured under this section while hired out or loaned unless the terms under which the **property** insured under this section has been hired out or loaned are no less onerous than the terms under a standard plant hire agreement.
9. loss or distortion of information resulting from an error or malfunction of any electronic equipment.
10. the value to **you** of any lost or distorted information.
11. **damage** to any **property** insured under this section directly resulting from its own breakdown, explosion or collapse.
12. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
13. unexplained loss or disappearance or inventory shortage.
14. loss due to clerical or accounting errors.
15. loss by fraud or dishonesty of any partner, director or employee of **yours**.
16. financial loss due to **your** parting with title or possession of **property** insured under this section or rights to **property** insured under this section prior to receiving payment in full.
17. any indirect losses which result from the incident which caused **you** to claim.
18.
 - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
19. **war, confiscation and nuclear risks**.
20. the amount of the **excess**.
21. **damage** to any **property** for which an indemnity or reimbursement is provided by any other section of the **policy**.

How much we will pay

Repair and replacement	<p>We will pay up to the amount insured shown in the schedule unless limited below.</p> <p>At our option we will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"> 1. for portable electronic equipment and portable tools the cost of repair or replacement as new; 2. for own plant and equipment that is less than 12 months old, the cost of repair or replacement as new; 3. for own plant and equipment that is more than 12 months old, the cost of: <ol style="list-style-type: none"> i. repair; or ii. replacement with a model of equivalent specification, age and condition. 4. for stock, the cost of repair or replacement at the cost price to you.
Under insurance	<p>If, at the time of damage, the amount insured is:</p> <ol style="list-style-type: none"> i. greater than £5,000; and ii. less than 85% of the total value of the property insured under this section; <p>the amount we pay will be reduced in the same proportion as the under insurance.</p>
Special excess	<p>A special excess is applicable for property insured under this section where the damage arises from an unattended vehicle between the hours of 9.00pm and 6.00am and this special excess is shown in your schedule.</p>
Other interests	<p>Any payment we make will take into account the interest of any party having an insurable interest in the property insured under this section, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.</p>

Your obligations

If any damage occurs

We will not make any payment under this section unless **you** notify **us** promptly of any **damage** which might be covered.

You must report to the relevant public authorities, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.

You must arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Backing up electronic data

We will not make any payment for reconstitution of electronic data unless **you** take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the **portable electronic equipment**.

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

Special definitions for this section

Contract works	<p>The works that you are legally responsible for as a direct result of a contract to carry out your business, including:</p> <ol style="list-style-type: none">work in progress and finished works you are still legally responsible for;materials required for the works supplied by a third party which you are legally responsible for;stock and materials owned by you required for the works;structures and materials that are required to enable you to complete the works, which will be removed on or before the completion date of the works and will not normally be used again in connection with any other contract. <p>Own plant and equipment, hired in plant, portable electronic equipment, portable tools, employees personal items and any experimental, prototype, untried or unproven works or machinery are not included within this definition.</p>
Maintenance period	The period of your maintenance obligations specified in the contract with your client or 12 months, whichever is the lesser.
Employees personal items	Personal effects and tools belonging to your employees.

What is covered

We will insure **you** against **damage** occurring within the United Kingdom and during the **period of insurance** to **contract works** while at a **contract site** until:

- a certificate of completion or a taking over certificate is issued; or
- the **contract works** are completed; or
- the **contract works** are taken into use by the principal;

whichever is the earliest. **We** will also provide cover for a further 14 days but only if **you** are legally responsible for the **contract site**.

Additional cover

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

Transit	We will also pay for damage to contract works whilst in transit within the United Kingdom to and from the contract site . This additional cover commences when the materials are loaded onto the vehicles that will be used for transport and continues until unloading is completed.
Temporary storage	We will also pay for damage to contract works whilst in storage away from the contract site . We will not make any payment under this additional cover if the contract works have been in storage for more than 14 days, or you have failed to take reasonable steps to secure the contract works .
Debris removal	<p>We will pay the following necessary and reasonable costs and expenses you incur following damage insured by this section:</p> <ol style="list-style-type: none">the cost of removing debris of contract works from the contract site;the cost of dismantling, demolishing, shoring up, propping up or fencing any part of the contract works;the cost of clearing, cleaning and repairing drains, gutters, sewers and downpipes at the contract site which are blocked or damaged. <p>We will not make any payment for any costs or expenses arising from pollution or contamination of any property which is not insured by this section.</p>
Principal's interest	The interest of your principal is noted in respect of any contract to which this section applies, but only to the extent to which your principal's and your interests are required to be insured

Contract works

Policy wording

jointly by the terms of the contract entered into between the principal and **you**.

Professional fees	<p>We will pay the necessary and reasonable architects, surveyors, consulting engineers and other professional fees you incur following damage insured by this section in accordance with the scale of the appropriate professional body.</p> <p>We will not pay for the cost of preparing a claim.</p>
Plans	<p>We will pay the costs of materials and labour necessary to restore or reconstitute plans and drawings held at the contract site following damage insured by this section.</p>
Emergency services	<p>We will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, for which you are liable arising from damage insured by this section and caused by you on a contract site.</p>
Public Authority	<p>We will also pay for the cost of complying with any statutory or local authority requirement regarding the damaged part of the contract works insured by this section, unless notice of such requirement was served before the damage and provided the contract works were originally built according to any government and local authority regulations in force at that time.</p>

What is not covered **We** will not make any payment for:

1. **damage** caused by:
 - a. scratching, wear and tear, inherent defect, erosion, corrosion, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. improper use, deliberate overloading or overload testing;
 - c. any lifting or lowering operation in which the load is shared between two or more machines;
 - d. frost, dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
 - e. coastal or river erosion;
 - f. a rise in the water table;
 - g. or resulting from or in connection with pollution or contamination.
2. **damage** to any aircraft or other aerial device, hovercraft, watercraft, marine rig or platform or any equipment attached to such vehicle or device.
3. **damage** to any mechanically propelled vehicles and their trailers, but this does not apply to mobile plant or equipment designed or adapted primarily as a tool of the trade or where insurance or security is not required under the provisions of any road traffic legislation.
4. **damage** to any mechanically propelled vehicles and their trailers whilst being driven on a public highway.
5. **damage** to any **property** insured under this section while in transit by sea or air.
6. **damage** to tyres caused by punctures, cuts or bursts or by the application of brakes.
7. **damage** to any **property** insured under this section whilst hired out or loaned unless the terms under which the **property** insured under this section has been hired out or loaned are no less onerous than the terms under a standard plant hire agreement
8. loss or distortion of information resulting from error or malfunction of any electronic equipment.
9. the value to **you** of any lost or distorted information.
10. **damage** to any **property** insured under this section directly resulting from its own electrical or mechanical breakdown, explosion or collapse.
11. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
12. unexplained loss or disappearance or inventory shortage.
13. loss due to clerical or accounting errors.
14. loss by fraud or dishonesty of any partner, director or employee of **yours**.

Contract works

Policy wording

15. financial loss due to **you** parting with title or possession of **property** insured under this section or rights to **property** insured under this section prior to receiving payment in full.
16. any indirect losses which result from the incident which caused **you** to claim other than those listed under **What is covered, Additional cover** up to the limit stated in the schedule.
17.
 - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
18. **war, confiscation and nuclear risks.**
19. the amount of the **excess.**
20. **damage** to any **property** for which an indemnity or reimbursement is provided by any other section of the **policy.**
21. liquidated damages, penalties for delay or detention in connection with guarantees of performance or efficiency, or any other form of fines, penalties or additional damages.
22. **damage** caused by or due to the occupancy or putting into use of the permanent works or any part of such works for which **you** remain responsible under the terms of the contract, other than when occupied or used solely by **you** for the performance of the contract, unless **we** have agreed in writing to such occupancy or use.
23. permanent works or any part of such works for which a certificate of completion or a taking over certificate has been issued, the **contract works** have been completed or **the contract works** have been taken into use by the principal, unless the **damage**:
 - i. arises from a cause occurring prior to the commencement of the **maintenance period**; or
 - ii. is caused by **you** in the course of any activities carried out by **you** for the purposes of complying with **your** contractual maintenance obligations during the **maintenance period.**

We will not make any payment for **damage** occurring after the **maintenance period.**
24. **damage** to any structure which existed on the **contract site** prior to the commencement of the **contract works.**

How much we will pay

Basis of settlement

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

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

1. For **contract works** other than **stock we** will, at **our** option, pay for either:
 - i. reinstatement, repair or replacement of the **contract works** following **damage**; or
 - ii. **your** legal liability in respect of repairing, reinstating or replacing the **contract works** following **damage.**
2. For **stock**, the cost of repair or replacement at the cost price to **you.**

Your obligations

If any damage occurs

We will not make any payment under this section unless **you** notify **us** promptly of any **damage** which might be covered.

You must report to the relevant public authorities, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.

You must arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property.** **We** will tell **you** if **we** want to do this.



Contract works

Policy wording

Duty of Disclosure

We do not require a declaration at the end of the **period of insurance** regarding **your** actual turnover.

However, if at any point during the **period of insurance** **your** turnover increases by more than 25% of the amount **you** last declared to **us**, **you** must notify **us** as soon as possible.

Commercial legal protection

Policy wording

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

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

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

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

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

How can **DAS** help

To make a claim under this section please telephone **DAS** on 0117 934 2111. **DAS** will ask **you** about **your** legal dispute and if necessary will call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **DAS** will provide **you** with a claim reference number. At this point **DAS** will not be able to confirm that **you** are covered but will pass the information **you** have given **DAS** to the claims handling teams and explain what to do next.

Send **your** claim to

If **you** would prefer to report **your** claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively **you** can email **your** claim to DAS at newclaims@das.co.uk

Claims are usually handled by a representative appointed by **DAS**, but sometimes **DAS** deal with claims themselves.

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

When **DAS** cannot help

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If **you** do, **DAS** will not pay the costs involved.

Cover

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the **policy** schedule if the premium has been paid.

DAS agree to provide the insurance in this section in accordance with the operative covers shown in the **policy** schedule as long as:

- a. the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- b. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- c. in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **DAS** will pay the **costs and expenses** incurred for this.

DAS will pay compensation awards that **DAS** have agreed to.

The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

Special definitions for this section

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

Insured incidents we will cover

1. Employment disputes and compensation awards

a. Employment disputes

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

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

What is not covered

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

b. Compensation awards

DAS will pay:

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

Provided that:

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

What is not covered

1. Any compensation award relating to the following:
 - a. trade union activities, trade union membership or non-membership;
 - b. pregnancy or maternity rights;
 - c. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;

Commercial legal protection

Policy wording

- d. statutory rights in relation to trustees of occupational pension schemes;
- e. statutory rights in relation to Sunday shop and betting work.
- 2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- 3. Any award ordered because **the policyholder** has failed to provide relevant records to employees under the National Minimum Wage laws.
- 4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

c. Service occupancy

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

What is not covered

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

2. Legal defence

At **the policyholder's** request:

1. **DAS** will defend the **insured person's** legal rights:
 - a. prior to the issue of legal proceedings when dealing with the:
 - i. police;
 - ii. health and safety executive and/or local authority health and safety enforcement officer;

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

Provided that:

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

What is not covered

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

3. Property protection and bodily injury

a. Property protection

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

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

What is not covered

Any claim relating to the following:

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

b. Bodily injury

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

What is not covered

Any claim relating to the following:

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

4. Tax protection

a. Full or aspect enquiries

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

b. Employers compliance

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

c. VAT disputes

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

Provided that:

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

What is not covered

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

5. Any **insured incident** arising from any investigation or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences.

5. Contract disputes

DAS will negotiate for **the policyholder's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** for the purchase, hire, sale or provision of goods or of services.

Provided that:

1. The amount in dispute exceeds £250 and is less than £5,000.
2. If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim must exceed £250.
3. If the dispute relates to money owed to **the policyholder**, a claim under this section is made within 90 days of the money becoming due and payable.

What is not covered

1. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
 - a. the settlement payable under an insurance policy;
 - b. a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - c. a loan, mortgage, pension or any other financial product and choses in action;
 - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**.
4. A dispute which arises out of the:
 - a. sale or provision of computer hardware, software, systems or services; or
 - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **the policyholder's** own specification.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

6. Debt recovery

DAS will negotiate for **the policyholder's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services.

Provided that:

1. The debt exceeds £250.
2. A claim for debt recovery under this section is made within 90 days of the money becoming due and payable.
3. **DAS** have the right to select the method of enforcement, or to forego enforcing judgment if **DAS** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

What is not covered

1. Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
 - a. the settlement payable under an insurance policy;
 - b. a lease, licence or tenancy of land or buildings;

- c. a loan, mortgage, pension or any other financial product and choses in action;
 - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.
 4. The recovery of money and interest due from another party where the other party intimates that a defence exists.

What is not covered by this section

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

Conditions which apply to the whole section

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

Commercial legal protection

Policy wording

sending **DAS** a suitably qualified person's name and address) if:

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

Helpline services	DAS provide these services 24 hours a day, seven days a week during the period of insurance . To help DAS check and improve their service standards, DAS record all calls.
Eurolaw commercial legal advice	DAS will give the policyholder confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.
Tax advice	DAS will give the policyholder confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.
Business assistance	In the event of an unforeseen emergency affecting the policyholder's business premises which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on behalf of the policyholder . All costs of assistance provided are the responsibility of the policyholder . To contact the above services, phone us on 0117 934 2111 quoting your policy number.
Counseling	DAS will provide all employees (including any members of their immediate family who permanently live with them) of the policyholder with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. To contact the counselling helpline, phone us on 0117 934 2121. These calls are not recorded. DAS will not accept responsibility if the Helpline Services fail for reasons DAS cannot control. Please do not phone DAS to report a general insurance claim.
The employment manual	The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the DAS website at www.das.co.uk . From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for your own use. Contact DAS at marketing@das.co.uk with your email address, quoting your policy number and DAS will contact you by email to inform you of future updates to the information.
DAS Business law	At www.dasbusinesslaw.co.uk you will find a free, online reference full of the sorts of letters, articles and forms that will help you run your business successfully. DASbusiness law users can also access interactive document builders, to help make composing commercial documents as easy as possible. From new legislation and employment issues to property law and taxation, you will find the content provided by DASbusinesslaw is updated regularly by legal experts to help you keep your business one step ahead. To access DASbusinesslaw, please go to www.dasbusinesslaw.co.uk and register your details. When asked for your policy number, please insert your Hiscox policy number and the password is DAS472301 .

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

Special definitions for this section

Accidental bodily injury	An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the operative time and which results in the insured person's death or disablement within 24 calendar months of the date of the accident.
Aircraft accumulation limit	The maximum amount we will pay in all under this and any other personal accident insurance issued by us in your name in respect of all insured persons in the same aircraft.
Annual salary	The total gross basic annual salary, excluding payments for overtime, commission or bonus, payable by you to the insured person at the date they sustain accidental bodily injury .
Inception	Start date of the period of insurance as shown in the schedule.
Insured person	Any person shown in the schedule except that a person over 70 years old at inception is not an insured person for the purposes of the cover for accidental bodily injury .
Loss of eye	Permanent and total loss of sight in an eye.
Loss of hearing	Permanent and total loss of hearing.
Loss of limb	Loss by physical separation of an arm, hand, or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.
Loss of speech	Permanent and total loss of speech.
Medical expenses	The 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 connected with a valid claim under this section.
Operative time	The time during the period of insurance when the insured person is covered under this section, as shown in the schedule.
Permanent total disablement	Disablement which totally prevents the insured person from working in their usual occupation, which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.
Permanent total disablement by paralysis	Disablement by paralysis which totally prevents the insured person from working in their usual occupation, which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.
Temporary partial disablement	Disablement which prevents the insured person from carrying out a substantial part of their usual occupation.
Temporary total disablement	Disablement which totally prevents the insured person carrying out all parts of their usual occupation.

What is covered

We will pay **you** the appropriate benefit shown in the schedule if:

- a. the **insured person** suffers **accidental bodily injury**;
- b. the **insured person** incurs **medical expenses** in connection with the **accidental bodily injury**.

What is not covered**We will not make any payment for:**

Hazardous pursuits

1. any injury sustained while taking part in:
 - a. the following winter sports: free-style skiing; ski jumping; ice hockey; use of bobsleighs or skeletons; repetitive travel in ski run helicopters or any competition. Off piste skiing is only covered if the **insured person** is accompanied by a suitably experienced guide;
 - b. 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. potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which the **insured person** would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury;
 - d. armed forces activities including operations, exercises or training;
 - e. flying as a pilot or any other aerial activities other than travel by air as a passenger.

Other exclusions

2. any injury resulting from:
 - a. any emotional or psychiatric disorder or condition;
 - b. the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their doctor and used properly);
 - c. the **insured person** committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
 - d. any criminal act by the **insured person**.
3. any injury directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.
4. any injury directly or indirectly arising out of or contributed to by pregnancy or childbirth.

War and nuclear risks

5. any injury directly or indirectly caused by **war** or **nuclear risks**.

How much we will pay

Payment of benefit

We will pay the appropriate benefit shown in the schedule, but **we** will not pay more than one of the benefits in respect of the same accident. However, **we** will pay for temporary disablement prior to making any payment under the death or permanent disablement benefits.

For **permanent total disablement** or **permanent total disablement by paralysis**, **we** will pay only when the disablement has lasted for 12 calendar months and at the end of that time is without prospect of improvement.

For temporary disablement benefits, **we** will pay:

- a. when the total amount on termination of any one period of disablement has been agreed; or
- b. at **your** request on completion of at least four weeks' disablement subject to satisfactory medical and other evidence that **we** may require.

We will not pay temporary disablement benefits for more than a total of 104 weeks in connection with one injury.

Payment of medical expenses

We will pay up to the amount shown in the schedule.

Your obligations**If a problem arises**

We will not make any payment under this section unless:

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

If **we** consider it necessary, the **insured person** must allow a medical adviser chosen by **us** to examine them and to see all medical records.

Claims

Procedural conditions for claims

1. Written notice must be given to Van Ameyde & Wallis Limited as soon as practicable of any accident or illness which causes or may cause a claim to be made under this insurance. If disablement results or may result, the **insured person** must place themselves as early as possible under the care of a suitably qualified medical practitioner.
2. **All correspondence and supporting documentation in connection with claims should be sent to Van Ameyde & Wallis Limited, 34 The Mall, Bromley, Kent BR1 1TS (telephone number 020 8466 6034), quoting the Hiscox policy number and the broker's name and reference.**

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

Special definitions for this section

Computer system	Your own computer network, including any third party software programs.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Hacker	Anyone who specifically and maliciously targets you and gains access to the website via the internet or other external electronic link, solely by circumventing electronically the security systems in place to protect against such access. A hacker does not include: a. any director or partner of yours or any sub-contractor, self-employed freelancer or third party on your premises without permission; b. anyone who gains access directly through either any computer, computer system or network of yours or the physical possession of any password or other security code.
Website	Any website(s), intranet or extranet where you have full control over the content and which you run for the promotion of your own business .
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or officer or senior manager in actual control of your operations.

What is covered

Claims against you	If during the period of insurance , and as a result of your business, any party brings a claim against you arising from: a. the content of your email, intranet, extranet or website (including its domain name, metatags and hyperlinks and the marketing and advertising of your business on the website), including alterations or additions made by a hacker , but not connected with any professional business activity for a client, and due to: i. your infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page; ii. any defamatory statement on your website or in your email, including any defamatory statement concerning a client or business competitor of yours ; iii. your breach of confidence or infringement of any right to privacy. b. your negligent transmission of a computer virus , worm, logic bomb or trojan horse to anyone with whom you do business or who uses your website in the course of their business; c. your unauthorised collection or misuse of any data concerning any customer or potential customer of yours which is either confidential or subject to statutory restrictions on its use and which you obtained through the internet or extranet or website and hold electronically; d. a third party's good faith reliance on a hacker's fraudulent use of your encrypted electronic signature, encrypted electronic certificate, email or website where there was a clear intention to cause you loss or obtain a personal gain for the hacker ; we will indemnify you against the sums you have to pay as compensation. We will also pay defence costs , but we will not pay costs for any part of a claim not covered by this section.
Your losses from vandalism	If, during the period of insurance , a hacker damages, destroys or alters your website or computer system , we will pay the reasonable and necessary costs and expenses you incur with our prior written consent to repair or replace the affected part of the website or computer

system to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before it was damaged, destroyed or altered.

If, during the **period of insurance**, a **hacker** threatens to damage **your website** in a way which would be covered by this section, **we** will indemnify **you** against the ransom paid with our prior written consent or, if the demand is for goods or services, their market value at the time of surrender. **We** will only indemnify **you** in this way if **you** can demonstrate to **us** that the ransom has been surrendered under duress and that before agreeing to its payment **you** took all reasonable efforts to determine that the threat was genuine and not a hoax and to ensure that at least one of **your** senior officers agreed to the ransom's payment.

If a claim arises from the cover provided in either of the two immediately preceding paragraphs **we** will also pay any advertising or publicity expenses reasonably and necessarily incurred, and with our prior permission, in contacting any people who attempted to use the **website** while it was damaged, destroyed or altered.

What is not covered

Matters specific to your business	<p>A. We will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> 1. any virus, worm, logic bomb or Trojan horse written or created by you, your employee or any self-employed freelancer directly contracted to you and under your supervision. 2. any virus, worm, logic bomb or Trojan horse which indiscriminately replicates itself and is automatically disseminated on a global or national scale, or to an identifiable class or sector of users, unless specifically passed on to you by a hacker of your website or computer system. 3. the infringement of any patent. 4. any unauthorised or fraudulent use of any credit, debit, charge or store card. 5. the use or provision of any games, or any gaming, gambling, lottery or auctioneering facilities or services. 6. the failure or interruption of the service provided by an internet service provider or any telecommunications or other utility provider. 7. any pornographic, sexually explicit or obscene material unless arising directly from the activities of a hacker. 8. any defamatory statement concerning any partner, director or employee of yours or a self-employed freelancer directly contracted to you and under your supervision. 9. your liability under any contract which is greater than the liability you would have at law without the contract. 10. any data or software unique to your company.
Matters insurable elsewhere	<ol style="list-style-type: none"> 11. the death or any bodily or mental injury or disease suffered by anyone. 12. anyone's employment with or work for you, or any breach of an obligation owed by you as an employer or any kind of discrimination, harassment or unfair treatment. 13. any personal liability incurred by a director or officer of yours when acting in that capacity or managing your business, or your breach of any fiduciary duty, or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements. 14. your supply, manufacture, sale, installation or maintenance of any product.
Deliberate, reckless or dishonest acts	<ol style="list-style-type: none"> 15. any statement you knew, or ought reasonably to have known, was defamatory at the time of publication. 16. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.
Date recognition.	<ol style="list-style-type: none"> 17. date recognition.
War, terrorism and nuclear	<ol style="list-style-type: none"> 18. war, terrorism or nuclear risks. <p>B. We will not make any payment for:</p>

Pre-existing problems	1. any claim, potential claim or loss or payment which could be made under this section which you knew about, or ought reasonably to have known about, before we agreed to insure you .
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages. 3. any trading loss or trading liability including those arising from the loss of any client, account or business.
Claims outside the applicable courts	4. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

The most **we** will pay for the total of all claims, their **defence costs** and **your** own losses is the limit of indemnity shown in the schedule irrespective of the number of claims or losses. However, the most **we** will pay for **your** own losses from vandalism, including any advertising or publicity expenses, is the amount shown in the schedule. This does not increase the limit of indemnity. **You** must pay the relevant **excess** shown in the schedule.

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

Paying out the limit of indemnity

At any stage **we** can pay **you** the limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any claim, **defence costs** or loss.

Your obligations**If a problem arises**

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of any matter which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
 - b. any claim or threatened claim against **you**;
 - c. **your** first awareness of any fraud, threatened fraud or suspicion of fraud involving **your website**, electronic signature or electronic mail;
 - d. any damage, destruction or alteration to **your website** or **computer system**;
 - e. **your** first awareness of any threat to damage **your website**.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment without **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement;
3. if **you** do not inform the police of any ransom demand as soon as is practicable.

Computer systems protection
and back-ups

We will not make any payment under this section if **you** have failed to:

- a. take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to **your computer system**, network, electronic link or **website**;
- b. make back-up copies of any data, file or program at reasonably frequent intervals;
- c. cancel any user name, password or other security protection after **you** knew or had reasonable grounds to suspect that it had been made available to any unauthorised person.

Control of defence

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

Please read the schedule to see if this section applies.

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

Special definitions for this section

Bail costs	Costs incurred with our prior written agreement to pay for a bond or other financial instrument to guarantee an insured person's bail or equivalent in any other jurisdiction.
Claim	<p>Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an insured person during the period of insurance seeking monetary damages or other legal relief or penalty alleging a wrongful act.</p> <p>Any extradition proceeding made against an insured person during the period of insurance.</p>
Crisis containment costs	Costs incurred in utilising the services of Chelgate Limited following a claim to prevent, limit or mitigate the actual or anticipated adverse or negative publicity or media attention of you or any insured person .
Defence costs	Costs incurred with our prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any claim made against an insured person or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any claim .
Employee	<ol style="list-style-type: none">1. Any person under a contract of service with you.2. Any independent person seconded to you.
Employment claim	Any claim by any employee for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy or any other claim arising solely as a result of the employment by you of any current, former or prospective employee .
Extradition proceeding	Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals.
Health and safety/ manslaughter claim	Any claim against any insured person alleging involuntary, constructive or gross negligence manslaughter or any claim under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction.
Insured person	<ol style="list-style-type: none">1. Any natural person who was, is, or during the period of insurance becomes a director, partner, member or officer of you.2. Any de facto director of you whilst acting in such capacity for you.3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.4. Any employee of you.5. Any trustee of any pension or employee benefit scheme or trust fund operated or administered by you.6. The lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a claim against that person.7. The estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person.

Directors and officers liability including company reimbursement

Policy wording

Investigation	<p>An official examination, official enquiry or official investigation into your business activities conducted by any regulator, government department or other body legally empowered.</p> <p>Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of your industry which is not solely related to your or any insured person's conduct.</p>
Legal representation costs	<p>Reasonable and necessary legal costs, fees, charges and expenses for which any insured person is legally liable, incurred with our prior written consent (not including remuneration of any insured person or other additional costs of yours) for legal representation directly in relation to an investigation.</p>
Loss	<p>The amount any insured person becomes legally liable to pay in respect of a claim including defence costs, legal representation costs, awards of damages (including punitive and exemplary damages where legally permissible), awards of costs (including claimants legal costs and expenses), settlements with our prior written agreement (which shall not be unreasonably withheld).</p> <p>Loss does not include any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits, punitive and exemplary damages in relation to an employment claim or the multiplied portion of any damages award unless awarded for defamation.</p>
Outside entity	<p>Any organisation other than you:</p> <ol style="list-style-type: none">1. that is tax exempt and not for profit;2. in which you hold any issued share.
Pollutant	<p>Any contaminant, irritant or other substance including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).</p>
Pollution	<p>Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any pollutant.</p>
Securities	<p>Any debt or equity interest in you.</p>
Subsidiary	<p>Any entity in which you:</p> <ol style="list-style-type: none">1. own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or2. control a majority of its voting rights under a written agreement with other shareholders or members. <p>If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim against you or an insured person arising from a wrongful act committed before it ceased to be a subsidiary.</p>
Wrongful act	<p>Any actual or alleged act, error or omission committed or attempted by an insured person arising from the performance of the insured person's duties in their capacity as your director, officer or employee including:</p> <ol style="list-style-type: none">1. breach of any duty, including fiduciary or statutory duty;2. breach of trust;3. negligence, negligent misstatement, misleading statement or negligent misrepresentation;4. defamation;5. wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation);6. breach of warranty of authority;7. any other act, error or omission attempted or allegedly committed or attempted by an insured person solely because of their status as a director, officer or employee of you.

You / your

Also includes:

1. a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** provided that the newly created or acquired **subsidiary**:
 - a. is not domiciled in the United States of America; or
 - b. does not trade any of its **securities** on any United States of America exchange;
2. any pension or employee benefit scheme or trust fund,

but only for a **claim** against an **insured person** arising from a **wrongful act** committed after the date of creation or acquisition of such **subsidiary**.

If **you** require cover for any newly created or acquired **subsidiaries** which do not fall within the above parameters, **we** will consider providing cover subject to **you** providing all appropriate information. **We** shall be entitled to amend the terms and conditions of this section during the **period of insurance** and may charge a reasonable additional premium.

What is covered

Claims against an insured person	We will pay on behalf of any insured person the loss arising from a claim against any insured person for any wrongful act within the geographical limits .
Company reimbursement	<p>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 claim against an insured person for a wrongful act within the geographical limits. You must pay the relevant excess (if any) shown in the schedule.</p> <p>If you are permitted or obliged to provide such payment but fail to do so for any reason other than your insolvency, we will pay the amount of the claim less the relevant excess regardless of whether you advanced payment or indemnified an insured person for such loss.</p>
Health and safety/ manslaughter	We will pay on your behalf loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a health and safety/manslaughter claim against an insured person for a wrongful act within the geographical limits . You must pay the relevant excess shown in the schedule.
Extradition proceedings	We will pay on your behalf the loss arising from any extradition proceeding against any insured person during the period of insurance .
Employment claims	<p>We will pay on your behalf loss arising from an employment claim during the period of insurance brought by a current, former or potential employee of yours.</p> <p>This cover does not apply if the insured person is covered under the Employment practices liability section of this policy.</p>
Outside entity cover	We will also indemnify the insured person against the sums that person has to pay as loss for a claim arising directly from any wrongful act the insured person commits 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 and the claim does not arise from a wrongful act committed after the insured person ceased to act in this capacity. However, we will only pay in excess of any indemnity provided by the outside entity to its directors or officers and any other insurance available to its directors and officers.
Pension/employee benefit schemes claims	We will pay on your behalf loss in respect of a claim arising from an insured person's operation or administration of any pension or employee benefit scheme or trust fund.
Pollution claims	We will pay on your behalf loss in respect of a claim arising from pollution .
Representation costs	<ol style="list-style-type: none"> 1. We will pay on behalf of any insured person the legal representation costs arising from an investigation first notified as being required during the period of insurance. 2. We will pay on your behalf the legal representation costs arising from an investigation against an insured person which you are legally obliged or permitted to pay on behalf of the insured person first notified as being required during the period of insurance.

Bail costs	<p>We will pay on behalf of any insured person bail costs arising from a claim against an insured person for a wrongful act within the geographical limits.</p> <p>The limit provided under this cover shall be 10% of the total limit shown on the schedule or £250,000 whichever is the lesser. This limit shall form part of the total aggregate limit for this section shown in the schedule.</p>
Crisis containment costs	<p>We will pay on behalf of any insured person the crisis containment costs arising from a claim.</p> <p>The limit provided under this cover shall be limited to a maximum of £25,000 per policy. This limit shall be in addition to the total aggregate limit for this section shown in the schedule.</p> <p>For the avoidance of doubt, should the Corporate legal liability section of this policy is also be affected, only one crisis containment costs limit shall apply.</p>

What is not covered

We will not make any payment for any claim, loss or investigation:

Deliberate or dishonest acts	<p>1. Based upon, attributable to or arising out of:</p> <ol style="list-style-type: none"> a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any insured person; b. an act intended to secure or which does secure a personal profit or advantage to which any insured person was not legally entitled; c. an act intended to secure or which does secure a profit for any other company where an insured person is a director, officer or employee of such company. <p>This exclusion will only apply after a judgment or other final adjudication or an admission by an insured person that such act did occur.</p>
Prior claims, investigations and circumstances	<p>2. Based upon, attributable to or arising out of any claim, investigation or circumstance which you were aware of, or that has been reported under any policy existing or expired, prior to the start of the period of insurance.</p>
Prior litigation	<p>3. Based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an insured person, you or an outside entity initiated prior to the date shown under the prior and pending litigation date in the schedule.</p>
Defined benefit pension schemes	<p>4. Based upon, attributable to or arising out of an insured person's operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.</p>
RICO/SEC/ERISA	<p>5. Based upon, attributable to or arising out of the following legislation in the United States of America:</p> <ol style="list-style-type: none"> a. any breach of the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments to this Act or any rules or regulations made under it; b. any breach of the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both Acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction arising out of, involving or relating to the sale of securities; c. any breach of the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.
Bodily injury or property damage	<p>6. For mental or emotional distress (except an employment claim), sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property.</p> <p>This exclusion shall not apply to any health and safety/manslaughter claim.</p>

Directors and officers liability including company reimbursement

Policy wording

Claims brought by a related party in the United States of America	<p>7. 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, however this exclusion will not apply to:</p> <ol style="list-style-type: none"> a. defence costs; b. any shareholder derivative proceedings 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 past insured person of you; f. any claim seeking a contribution or indemnity if such claim is otherwise covered by this section.
Breach of professional duty	<p>8. Based upon, attributable to or arising out of any claim relating to a breach of or failure to provide professional duties or services.</p> <p>This exclusion will not apply to a claim by any of your shareholders including any shareholder derivative proceedings in your name without your or any insured person's voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.</p>
Major shareholders	<p>9. Brought by or on behalf of any company owning 40% or more of your issued share capital.</p>
Takeovers and mergers	<p>10. Based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person after you merge or consolidate with another company or any party acquires more than 50% of your issued share capital.</p> <p>In the event of a subsidiary ceasing during the period of insurance to be a subsidiary cover under this section shall be amended to apply solely to loss arising out of any claim for a wrongful act committed by an insured person prior to the effective date of sale or dissolution.</p>
Share offerings	<p>11. Based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person in relation to any actual public offering of your share capital unless we have given our prior written agreement and you have paid any additional premium and accepted any amendments we may require to the terms and conditions of this section.</p>

Special conditions

General terms	<p>The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each insured person and to you, except for General condition 4. Premium payment which applies only to you.</p> <p>General condition 1, paragraph 2 and General claims condition 2 shall not apply to this section. Under this section only we waive our right to rescind the policy on the grounds of non-disclosure or misrepresentation or fraud.</p> <p>General condition 2 shall not apply to this section.</p> <p>General condition 5. Cancellation shall only apply to this section at the end of the period of insurance or the anniversary date whichever comes first.</p> <p>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.</p>
Information provided by an insured person	<p>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 against such other insured person.</p>
Extended notification period	<p>If we or you refuse to renew this section of the policy for any reason other than non-payment of premium or insolvency, you may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If you do so, the first paragraph of item 1 under</p>

Directors and officers liability including company reimbursement

Policy wording

Your obligations in this section will then be amended to:

We will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 12 months after it expires:

this extended notification period is only available if:

1. **we** receive **your** written notice of purchase and **your** premium within 30 days following the end of the **period of insurance**; and
2. this section of the **policy** is not replaced or succeeded by any other policy providing directors' and officers' liability cover; and
3. at the end of the **period of insurance**, **you** have not merged or consolidated with another company, nor has any party acquired 50% or more of **your** issued share capital.

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.

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

The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.

You will not have the right to purchase an extended notification period if **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital or if cover under this section is continued solely as a result of the Retired directors special condition.

Takeovers and mergers extended notification period

In the event that **you** merge or consolidate with another company, or any party acquires more than 50% of **your** issued share capital, during the **period of insurance** **you** may on payment of an additional premium of 200% of the annual section premium request that this section continue in force for a period of 72 months from the expiry date of the current **period of insurance**, provided that such extension shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of such takeover or merger.

The Extended notification period and Retired directors special conditions shall not apply to any such extension.

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 this **policy** for the new company for a period of 30 days from the buy-out date for any **wrongful act** committed by any individual **insured person** subsequent to the buy-out.

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

Retired directors

In the event that **you** do not renew or replace this section of the **policy**, and only in respect of any **insured person** who retires prior to the date of non-renewal for reasons other than disqualification from holding such a position, this section shall continue in force for a period of 120 months from the date of non renewal (the 'run-off period'), provided that:

1. this section shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of retirement of the **insured person**;
2. the run-off period shall run concurrently with any extended notification period;
3. no similar insurance is effected elsewhere.

Excess waiver

The **excess** as shown in the schedule shall not apply in the event of:

- a. a determination of no liability made in any **insured person's** favour; or
- b. a dismissal or stipulation to dismiss any **claim** without prejudice.

Additional defence costs

In the event that the limit of indemnity is exhausted **we** will provide an additional limit of indemnity of £250,000 in the aggregate, provided that the **insured person** has previously not been the subject of a **claim** for a **wrongful act** or series of **wrongful acts** that led to the exhaustion of the limit of indemnity.

This limit applies to the payment of **defence costs** only.

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount **we** pay on an **insured person's** behalf as a director of an **outside entity**, and on **your** behalf, and for **claims** against an **insured person's** spouse, civil or unmarried partner.

Each **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation costs** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

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

Paying out the limit of indemnity

At any stage of a **claim**, **we** can pay the **insured person** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim** or **loss**.

Your obligations

Notification

1. **We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 45 days after it expires:
 - a. The **insured person's** first awareness of any **wrongful act**.

If **we** accept the **insured person's** notification **we** will regard any subsequent **claim** as notified to this insurance.
 - b. Any **claim** or threatened **claim** against the **insured person** or the **insured person's** lawful spouse, civil or unmarried partner.
 - c. Any **investigation** into **you**.
 - d. The start of any disqualification proceedings against any **insured person**.
 - e. Any threat to start proceedings against any **insured person** for **pollution**.
2. **You** may notify **us** of any circumstance **you** reasonably expect to give rise to a **claim** giving reasons for such expectation and including full particulars as to the dates and persons involved.
3. If any **insured person** prior to the **period of insurance** had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**, that **insured person** will have no cover under this section.

Control of defence and payment of a claim

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

Any **insured person** may with **our** prior written approval appoint legal representation. However, where a **claim** is made against more than one **insured person** the same legal representative should be used unless there is a material conflict of interest between **insured persons**.

If it is not possible to obtain **our** consent prior to incurring **defence costs** **we** will give retrospective consent provided **our** consent is obtained within 14 days of first incurrence of such **defence costs**.

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

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on **us** and **you** and any **insured person** and will establish whether policy cover exists, defence of said **claim** will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** and/or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.



Directors and officers liability including company reimbursement

Policy wording

If a **claim** is made which is not wholly covered by this section and/or is also made against **you** and any other person who is not an **insured person**, **we**, **you** and the **insured person** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

Crisis containment costs contact details

24 hour crisis line: Tel 0207 9397 999

Main contacts – Terence Fane-Saunders/James Darley

Chelgate can also be contacted at: No 1 Tanner Street, London SE1 3LE

Tel: 020 7939 7939

Fax: 020 7939 7938

Email: hiscox@chelgate.com

www.chelgate.com

You will be asked to provide **your policy** number and to confirm that a **claim** has been notified to **us**.

Employment practices liability

Please read the schedule to see if this section applies.

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

Special definitions for this section

Benefits	Any compensation awarded to an employee other than basic remuneration including but not limited to health benefits, amounts due in respect of an employee benefit or pension scheme, share or stock options, incentives or deferred compensation.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding first made against you or an insured person during the period of insurance seeking monetary damages or other legal relief alleging an employment practice wrongful act .
Defence costs	Costs incurred with our prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any claim made against you or an insured person or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any claim .
Employee	<ol style="list-style-type: none">1. Any person under a contract of service with you.2. Any independent person seconded to you.
Employment practice wrongful act	Any actual or alleged act, error or omission committed or attempted by you or an insured person or by any third party where you are held vicariously liable relating to any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation , defamation, invasion of privacy or any other claim arising solely as a result of the employment or non-employment by you of any current, former or prospective employee .
Insured person	<ol style="list-style-type: none">1. Any natural person was, is or during the period of insurance becomes a director, member, partner or officer of you.2. Any de facto director of you whilst acting in such capacity for you.3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.4. Any employee of you.5. The lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a claim against that person.6. The estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person.
Investigation	<p>An official examination, official enquiry or official employment investigation into your business activities conducted by any regulator, government department or other body legally empowered.</p> <p>Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of your industry which is not solely related to your or any insured person's conduct.</p>
Legal representation costs	Reasonable and necessary legal costs, fees, charges and expenses for which any insured person is legally liable, incurred with our prior written consent (not including remuneration of any insured person or other additional costs of yours) for legal representation directly in relation to an investigation .
Loss	<p>The amount you and/or any insured person becomes legally liable to pay in respect of a claim including defence costs, legal representation costs, awards of damages, awards of costs and settlements with our prior written agreement (which shall not be unreasonably withheld).</p> <p>Loss does not include any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits, punitive and exemplary damages or the multiplied portion of any damages award unless awarded for defamation.</p>

Employment practices liability

Outside entity

Any organisation other than **you**:

1. that is tax exempt and not for profit;
2. in which **you** hold any issued share.

Retaliation

Any **claim** brought against **you** relating to any actual or alleged action taken by an **employee** exercising or attempting to exercise their rights under law.

Subsidiary

Any entity in which **you**:

1. own directly or through one or more of **your** subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or
2. control a majority of its voting rights under a written agreement with other shareholders or members.

If an entity ceases to be a **subsidiary** during the **period of insurance**, cover will continue but only for a **claim** against **you** or an **insured person** arising from an **employment practice wrongful act** committed before it ceased to be a **subsidiary**.

You / your

Also includes:

1. any **subsidiary**;
2. any **subsidiary** created or acquired during the **period of insurance** within the United Kingdom but only for a **claim** against **you** or an **insured person** arising from an **employment practice wrongful act** committed after the date of acquisition.

If **you** require cover for any newly created or acquired **subsidiaries** which do not fall within the above parameters, **we** will consider providing cover subject to **you** providing all appropriate information. **We** shall be entitled to amend the terms and conditions of this section during the **period of insurance** and may charge a reasonable additional premium.

What is covered

Claims by employees

We will pay on **your** behalf the **loss** arising from a **claim** by an **employee** for an **employment practice wrongful act**.

You must pay the relevant **excess** (if any) shown in the schedule. The **excess** shall apply to **loss** and **defence costs**. This **excess** shall not apply to any **claim** brought solely against an **insured person**.

Claims by others

We will pay on **your** behalf the **loss** arising from a **claim** by anyone other than an **employee** for an **employment practice wrongful act**.

You must pay the relevant **excess** (if any) shown in the schedule. The **excess** shall apply to **loss** and **defence costs**.

Representation costs

We will pay on behalf of **you** or any **insured person** the **legal representation costs** arising from an **investigation** first notified as being required during the **period of insurance**.

You must pay the relevant **excess** (if any) shown in the schedule. This **excess** shall not apply to any **investigation** solely involving an **insured person**.

What is not covered

Specific activities

A. **We** will not make any payment for any **claim**, **loss** or **investigation**:

1. Based upon, attributable to or arising out of:
 - a. membership or non-membership of any trade union or equivalent labour organisation or any involvement in trade union activities;
 - b. **your** failure to act in accordance with any collective bargaining agreement.

The above shall not apply to any **claim** for **retaliation**.

2. Based upon, attributable to or arising out of any responsibility, duty or obligation imposed by law in relation to health and safety, unemployment, social security, retirement or disability benefits or any similar law whether statutory or common law.

Employment practices liability

The above shall not apply to **retaliation**.

Matters insurable elsewhere	3. For the death or any bodily or mental injury or emotional distress suffered by anyone, or the loss, damage or destruction of any tangible property, other than emotional distress directly arising from any employment practice wrongful act .
Prior claims, investigations and circumstances	4. Based upon, attributable to or arising out of any claim, investigation or circumstance which you were aware of, or that has been reported under any policy existing or expired, prior to the start of the period of insurance .
Claims in the United States of America	5. Based upon, attributable to or arising out of any employment practice wrongful act brought or maintained in the United States of America.
Prior litigation	6. Based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an insured person, you or an outside entity initiated prior to the date shown under the prior and pending litigation date in the schedule.
Fraudulent or dishonest acts	7. Based upon, attributable to or arising out of a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any insured person . This exclusion shall only apply after a judgment or other final adjudication or an admission by an insured person that such act did occur. In applying the above, the actions of any insured person shall not be imputed to any other insured person for the purposes of determining whether cover is available for any claim against such other insured person .
Specific activities	B. We will not make any payment other than defence costs or legal representation costs : 1. Based upon, attributable to or arising out of your failure to pay any amount you are contractually committed to pay to an employee including but not limited to any payments for contractual or statutory notice periods or breach of any obligation pursuant to any minimum wage legislation or benefits payable. 2. Based upon, attributable to or arising out of the loss of any right or benefit under any pension scheme, private health insurance or other employee benefit scheme or the operation or administration of any pension or employee benefit scheme or trust fund, or your breach of any legislation or regulation related to these activities. 3. Based upon, attributable to or arising out of your failure to pay taxes.
Non-compensatory payments	4. Based upon, attributable to or arising out of anyone else's liability which you are legally obliged to assume under any contract or agreement. This does not apply to any claim that would have resulted in the absence of such contract or agreement. 5. Based upon, attributable to or arising out of any non-pecuniary or injunctive relief. 6. Based upon, attributable to or arising out of any amount in respect of the costs of complying or refusing to comply with a court or other order for the reinstatement of an employee , however this shall not apply to basic remuneration from the original date of dismissal to the date of court or other order.

Special conditions

General terms	The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each insured person and to you , except for General condition 4. Premium payment which applies only to you . General condition 1, paragraph 2 and General claims condition 2 shall only apply to you . General condition 2 shall not apply to this section. 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.
Extended notification period	If we or you refuse to renew this section of the policy for any reason other than non-payment of premium or insolvency, you may purchase an extended notification period of 12 months upon

Employment practices liability

payment of 50% of the full annual premium. If **you** do so, the first paragraph of item 1 under Your obligations in this section will then be amended to:

We will not make any payment under this section:

1. Unless you notify **us** promptly of the following within the **period of insurance** or at the latest within 12 months after it expires:

This extended notification period is only available if:

- a. **we** receive **your** written notice of purchase and **your** premium within 45 days following the end of the **period of insurance**; and
- b. this section of the **policy** is not replaced or succeeded by any other policy providing employment practices liability cover; and
- c. at the end of the **period of insurance**, **you** have not merged or consolidated with another company, nor has any party acquired 50% or more of **your** issued share capital.

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.

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

We will not make any payment for a **claim** due to an **employment practice wrongful act** committed or alleged to have been committed after the end of the original **period of insurance**.

The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.

You will not have the right to purchase an extended notification period if you merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital.

Excess reduction for BusinessHR audit

If **you** complete and implement any recommendations of an online audit by Business HR, **we** agree to reduce the **excess** shown in the schedule by 50%.

Outside entity cover

This section is extended to include any **claim** in respect of an **employment practice wrongful act** committed by an **insured person** in their capacity as an employee of an **outside entity**, provided that the **insured person** acts in that capacity at **your** specific written request and the **claim** does not arise from an **employment practice wrongful act** committed after the **insured person** ceased to act in this capacity. However, **we** will only pay in **excess** of any indemnity provided by the **outside entity** to its employees and any other insurance available to its employees.

Management buy-outs

If during the **period of insurance** **your** existing management conduct a management buy-out, **we** agree to provide cover to the same level and terms of this **policy** for the new company for a period of 30 days from the buy-out date for any wrongful act committed by any individual **insured person** subsequent to the buy-out.

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

Takeovers and acquisitions

No cover will be available under this section for claims based on any **employment practice wrongful act** occurring after the date of:

1. **your** acquisition by, or **your** merger or consolidation with another entity so that **you** are not the surviving entity;
2. the acquisition at any time during the **period of insurance** of 50% or more of **your** share capital;

unless **we** have received prior written notice and **we** have agreed by written endorsement to provide cover and **you** have paid any additional premium.

Excess waiver

The **excess** as shown in the schedule shall not apply in the event of:

- a. a determination of no liability made in any **insured person's** favour; or
- b. a dismissal or stipulation to dismiss any **claim** without prejudice.

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount **we** pay on an **insured person's** behalf as an employee of an **outside entity**, and on **your** behalf, and for **claims** against an **insured person's** spouse, civil or unmarried partner.

Each **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation costs** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

You must pay the relevant **excess** shown in the schedule. The **excess** shall not apply to any **claim** or **investigation** made solely against an **insured person**.

Paying out the limit of indemnity

At any stage of a **claim**, **we** can pay the **insured person** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim** or **loss**.

Your obligations

Notification

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 45 days after it expires:
 - a. **your** first awareness of any **employment practice wrongful act**.
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
 - b. any **claim** or threatened **claim** against **you**;
2. if, when dealing with an **employee** or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment without **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance.

You may notify **us** of any circumstance **you** reasonably expect to give rise to a **claim** giving reasons for such expectation and including full particulars as to the dates and persons involved.

Control of defence and payment of a claim

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

Any **insured person** may with **our** prior written approval appoint legal representation. However, where a **claim** is made against more than one **insured person** the same legal representative should be used unless there is a material conflict of interest between **insured persons**.

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

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on **us** and **you** and any **insured person** and will establish whether policy cover exists, defence of said **claim** will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** and/or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section and/or is also made against **you** and any other person who is not **you** or an **insured person**, **we**, **you** and the **insured person** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

Please read the schedule to see if this section applies.

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

Special definitions for this section

Claim	<ol style="list-style-type: none">1. Any written demand or civil or arbitration proceeding seeking monetary damages first made against you during the period of insurance alleging a wrongful act.2. Any criminal or regulatory proceeding first made against you during the period of insurance alleging a wrongful act.
Crisis containment costs	Costs incurred in utilising the services of Chelgate Limited following a claim to prevent, limit or mitigate the actual or anticipated adverse or negative publicity or media attention of you .
Defence costs	Costs incurred with our prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any claim made against you or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any claim .
Designated party	<ol style="list-style-type: none">1. Any natural person who was, is or during the period of insurance becomes a director, partner, member or officer of you.2. Any de facto director of you whilst acting in such capacity for you.3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.4. Any employee of you.5. Any trustee of any pension or employee benefit scheme or trust fund operated or administered by you.6. The lawful spouse, civil or unmarried partner of any person within 1, 2, 3 and 4 of this definition solely because of their spousal, civil or unmarried partner relationship following a claim against that person.7. The estates, heirs or legal representatives of any person in 1, 2, 3, 4 or 5 of this definition who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person.
Employee	<ol style="list-style-type: none">1. Any person under a contract of service with you.2. Any independent person seconded to you.
Employment claim	Any claim by any employee for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy or any other claim arising solely as a result of the employment by you of any current, former or prospective employee .
Health and safety/ corporate 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 its equivalent in any other jurisdiction.
Identity crime	An agreement entered into by any third party representing themselves as you .
Investigation	<p>An official examination, official enquiry or official investigation first commenced during the period of insurance conducted by any regulator, government department or other body legally empowered into your business activities under the Health & Safety at Work etc. Act 1974 or Corporate Manslaughter & Homicide Act 2007.</p> <p>It does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of your industry rather than your conduct.</p>

Corporate legal liability

Legal representation costs	Reasonable and necessary legal costs, fees, charges and expenses for which you are legally liable, incurred with our prior written consent (not including remuneration of any designated party or other additional costs of yours) for legal representation directly in relation to an investigation .
Loss	<p>The amount you become legally liable to pay to any claimant in respect of a claim including defence costs, legal representation costs, awards of damages (including punitive and exemplary damages where legally permissible), awards of costs, settlements with our prior written agreement (which shall not be unreasonably withheld).</p> <p>Loss does not include any civil, regulatory or criminal fines or penalties, taxes or the multiplied portion of any damages award.</p>
Pollutant	Any contaminant, irritant or other substance including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).
Pollution	Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any pollutant .
Securities	Any debt or equity interest in you .
Subsidiary	<p>Any entity in which you:</p> <ol style="list-style-type: none"> 1. own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or 2. control a majority of its voting rights under a written agreement with other shareholders or members. <p>If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim against you arising from a wrongful act committed before it ceased to be a subsidiary.</p>
Wrongful act	Any actual or alleged act, error or omission committed or attempted by you including any breach of any duty, including fiduciary or statutory duty, breach of trust; negligence, negligent misstatement, misleading statement or negligent misrepresentation, breach of warranty of authority.
You/your	<p>Also includes:</p> <ol style="list-style-type: none"> 1. A subsidiary, and any subsidiary created or acquired during the period of insurance provided that the newly created or acquired subsidiary: <ol style="list-style-type: none"> a. is not domiciled in the United States of America; or b. does not trade any of its securities on any United States of America exchange, but only for a claim against you arising from a wrongful act committed after the date of creation or acquisition of such subsidiary. <p>If you require cover for any newly created or acquired subsidiary which does not fall within the above parameters, we will consider providing cover subject to you providing all appropriate information. We shall be entitled to amend the policy terms and conditions during the period of insurance including but not limited to the charging of a reasonable additional premium.</p> 2. Any pension or employee benefit scheme or trust fund.

What is covered

Claims by others	<p>We will pay on behalf of you the loss arising from a claim for any wrongful act within the geographical limits.</p> <p>You must pay the relevant excess shown in the schedule. The excess shall apply to loss and defence costs.</p>
Health and safety/corporate	<p>We will pay on your behalf loss arising from a health and safety/corporate manslaughter claim for a wrongful act within the geographical limits.</p>

Corporate legal liability

manslaughter claims	You must pay the relevant excess shown in the schedule. The excess shall apply to loss and defence costs .
Identity crime	We will pay on behalf of you the loss from identity crime . You must pay the relevant excess shown in the schedule. The excess shall apply to loss and defence costs .
Breach of data protection	We will pay on behalf of you the loss arising from a claim arising from a breach of the Data Protection Act 1998 or its equivalent in any other jurisdiction. You must pay the relevant excess shown in the schedule. The excess shall apply to loss and defence costs .
Pension/employee benefit schemes claims	We will pay on your behalf loss in respect of a claim arising from your operation or administration of any pension or employee benefit scheme or trust fund. You must pay the relevant excess (if any) shown in the schedule. The excess shall apply to loss and defence costs .
Pollution claims	We will pay on your behalf loss in respect of a claim arising from pollution . You must pay the relevant excess (if any) shown in the schedule. The excess shall apply to loss and defence costs . The limit provided under this cover shall be £100,000 aggregate in any one period of insurance . This limit shall form part of the total aggregate limit for this section shown in the schedule.
Shareholder pollution claims	We will pay on your behalf loss in respect of a claim arising from pollution brought by any shareholder either directly or derivatively. You must pay the relevant excess (if any) shown in the schedule. The excess shall apply to loss and defence costs .
Representation costs	We will pay on behalf of you the legal representation costs arising from an investigation first made during the period of insurance . You must pay the relevant excess (if any) shown in the schedule. The excess shall apply to loss and defence costs .
Taxation claims	We will pay on your behalf loss in respect of a claim arising from your failure to comply with taxation regulations including PAYE, VAT and Customs.
Your own losses	We will pay your direct financial loss if during the period of insurance , and in the performance of your business activity, you discover a loss from the dishonesty of an employee , where there was a clear intention to cause you financial loss or damage and to obtain a personal financial gain over and above salary, bonus or commission. The limit provided under this cover shall be £100,000 aggregate in any one period of insurance . This limit shall form part of the total aggregate limit for this section shown in the schedule.
Crisis containment costs	We will pay on behalf of you the crisis containment costs arising from a claim . The limit provided under this cover shall be limited to a maximum of £25,000 per policy. This limit shall be in addition to the total aggregate limit for this section shown in the schedule. For the avoidance of doubt, should the Directors and officers liability section of this policy also be effected, only one crisis containment limit shall apply.

What is not covered

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

- | | |
|------------------------------|---|
| Deliberate or dishonest acts | <ol style="list-style-type: none"> 1. Based upon, attributable to or arising out of: <ol style="list-style-type: none"> a. Other than as covered under Your own losses, a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation; b. Other than as covered under Your own losses, an act intended to secure or which does secure profit or advantage for which you are not legally entitled; |
|------------------------------|---|

Corporate legal liability

- c. an act intended to secure or which does secure a profit for any other company where a **designated party** is a director, officer or employee of such company.

This exclusion shall only apply after a judgment or other final adjudication or an admission that such act did occur.

Prior claims, investigations and circumstances	2. Based upon, attributable to or arising out of any claim, investigation or circumstance that has been reported under any policy existing or expired prior to the start of the period of insurance .
Prior litigation	3. Based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving you or a designated party initiated prior to the date shown under the prior and pending litigation date in the schedule.
Defined benefit pension schemes	4. Based upon, attributable to or arising out of your operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.
Failure to fund pension and employee benefit schemes	5. Based upon, attributable to or arising out of your failure to fund any pension, employee benefit scheme or trust fund.
Employment	6. Based upon, attributable to or arising out of any employment claim .
Claims brought In the United States of America	7. Based upon, attributable to or arising out of any wrongful act brought or maintained in the United States of America.
Bodily injury or property damage	8. For mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use thereof. This exclusion shall not apply to any health and safety/corporate manslaughter claims .
Products	9. Based upon, attributable to or arising out of the manufacture, sale supply, installation or maintenance of any product of yours .
Breach of professional duty	10. Based upon, attributable to or arising out any claim relating to a breach of or failure to provide professional services.
Infringement of patent and copyright	11. Based upon, attributable to or arising out any claim relating to the actual or alleged infringement of patent, trade mark, infringement of copyright, intellectual property right, registered design or any actual or alleged libel or slander.
Contractual liability	12. Based upon, attributable to or arising out any claim in respect of a breach of contract, whether actual or implied, written or oral which is greater than the liability you would have at law without the contract.
Major shareholders	13. Brought by or on behalf of any company owning 40% or more of your issued share capital.
Takeovers and mergers	14. Based upon, attributable to or arising out of any claim for a wrongful act committed by you or a designated party after you merge or consolidate with another company or any party acquires more than 50% of your issued share capital. In the event of a subsidiary ceasing during the period of insurance to be a subsidiary cover under this section shall be amended to apply solely to any claim for a wrongful act committed by you prior to the effective date of sale or dissolution.
Share offerings	15. Based upon, attributable to or arising out any claim for a wrongful act committed by you in relation to any actual public offering of your share capital unless we have given our prior written agreement and you have paid any additional premium and accepted and amendments to the terms and conditions of this section as may be required.
Matters specific to your own losses	16. Based upon, attributable to or arising out of: <ol style="list-style-type: none"> a. any accounting or arithmetical error or omission or unexplained shortage; b. any default or non payment of any loan or other credit arrangement;

Corporate legal liability

- c. **your** or any **designated party's** expenses incurred in establishing the amount of any financial loss to **you**;
- d. any loss of interest, loss of profit or any consequential loss.

Special conditions

General terms	The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply, except for General condition General condition 2 which shall not apply to this section.
Extended notification period	<p>If we or you refuse to renew this section of the policy for any reason other than non-payment of premium or insolvency, you may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If you do so, the first paragraph of Your obligations within this section will then be amended to:</p> <p>We will not make any payment under this section unless you notify us promptly of the following within the period of insurance or at the latest within 12 months after it expires:</p> <p>This extended notification period is only available if:</p> <ol style="list-style-type: none">1. we receive your written notice of purchase and your premium within 45 days following the end of the period of insurance; and2. this section of the policy is not replaced or succeeded by any other policy providing corporate liability cover; and3. at the end of the period of insurance, you have not merged or consolidated with another company, nor has any party acquired 50% or more of your issued share capital. <p>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.</p> <p>The entire premium for this section is considered fully earned at the beginning of the extended notification period. We will not refund any premium to you if you cancel the extended notification period before it ends.</p> <p>We will not make any payment for a claim due to a wrongful act committed or alleged to have been committed after the end of the original period of insurance.</p> <p>The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.</p> <p>You shall not have the right to purchase an extended notification period if you merge or consolidate with another company or any party acquires more than 50% of your issued share capital.</p>
Management buy-outs	<p>If during the period of insurance your existing management conduct a management buy-out, we agree to provide cover to the same level and terms of this policy for the new company for a period of 30 days from the buy-out date for any wrongful act committed by any individual insured subsequent to the buy-out.</p> <p>This cover will only apply excess of any other insurance and indemnification available from any other source.</p>
Excess waiver	<p>The excess as shown in the schedule shall not apply in the event of:</p> <ol style="list-style-type: none">a. a determination of no liability made in your favour; orb. a dismissal or stipulation to dismiss any claim without prejudice.

How much we will pay

The most we will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount **we** pay on **your** behalf.

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

Each **claim** shall be treated as first made when **we** receive notice of the first **claim**. Claims for

Corporate legal liability

Paying out the limit of indemnity

legal representation costs shall be treated as first made when **your** attendance is first notified to **us** as being required at an **investigation**.

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 then have no further liability for any **claim** or **loss**.

Your obligations

Notification

We will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 45 days after it expires:

1. **Your** first awareness of any **wrongful act**.

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

2. Any **investigation** into **you**.

You may notify us of any circumstance **you** reasonably expect to give rise to a **claim** giving reasons for such expectation and including full particulars as to the dates and persons involved.

Control of defence and payment of a claim

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

You may with **our** prior written approval appoint legal representation. However, where a **claim** is made against **you** and any other entity or individual, if any, covered under our Management Liability Portfolio, the same legal representative should be used unless there is a material conflict of interest between **you** and any such other entity or individual.

If it is not possible to obtain **our** consent prior to incurring **defence costs** **we** will give retrospective consent provided **our** consent is obtained within 14 days of first incurrance of such **defence costs**.

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

Where there is a dispute between **us** and **you** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on **us** and **you** and will establish whether policy cover exists, defence of said **claim** will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section and/or is also made against **you** and any other person, **we** and **you** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

Crisis containment costs contact details

24 hour crisis line: Tel 020 7939 7999

Main contacts – Terence Fane-Saunders/James Darley

Chelgate can also be contacted at: No 1 Tanner Street, London SE1 3LE

Tel: 020 7939 7939

Fax: 020 7939 7938

Email: hiscox@chelgate.com

www.chelgate.com

You will be asked to provide **your policy** number and to confirm that a **claim** has been notified to **us**.

Optional additional endorsements:

The following **endorsements** apply only if shown in **your** schedule.

1. **The following applies to the property - buildings and property - contents sections:**
Minimum security condition
We will not make any payment for **damage** unless the security measures at the **business premises** comply with the following criteria:
Physical security
The devices for the security of **your** premises are in accordance with the following specification and all devices are put into full and effective operation whenever the premises are closed for business or left unattended.
Specification
 1. The final exit door is secured by means of either a mortise deadlock or rimlock conforming to or superior to BS3621, or a key operated multi-point locking system having at least three locking bolts.
 2. All other external doors, and internal doors providing access to any part of the building not occupied by **you**, are secured by means of either a locking device specified in 1 above, or by two key operated security bolts to engage the door frame.
 3. Any external door, or internal door providing access to any part of the building not occupied by **you**, is secured by means of either a panic bar locking system incorporating bolts which engage both the head and sill of the door frame, or a mortise lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
 4. All ground and basement level opening windows and any upper floor opening windows/skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are secured by means of a key operated locking device or permanently screwed shut.**Notes**

The local fire authority must be consulted before **you** replace or augment the existing locking device fitted to a designated emergency exit door.

The provisions of specification 4 do not apply to windows/skylights that are protected by means of either fixed round or square section solid steel bars not more than 10 cm apart, or fixed expanded metal, weld mesh or wrought ironwork grilles, or proprietary collapsible locking gate grilles.
2. **The following applies to the property - buildings and property - contents sections:**
Alarm clause
We will not make any payment under this insurance for any **damage** caused by theft or attempted theft unless the **business premises** are protected by an intruder alarm system which is designed, installed and maintained by a company approved by the National Security Inspectorate (NSI) and which is connected to a central station by means of BT RedCare (or equivalent). A copy of the specification current must be submitted to **us** on request
3. **Difference in conditions**
If a claim or loss is not covered by this insurance but would have been covered by the policy in force immediately prior to the inception of this insurance, **we** will cover that claim or loss on the same basis as the preceding policy. This does not apply to the **amount insured**, limit of indemnity, **excess** or to the premium.
4. **The following applies to the professional indemnity section:**
Professional indemnity run off exclusion
We will not make any payment for any claim or loss which arises from any **business activity** performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, after the run off date specified in the schedule.

Optional additional endorsements

5. **The following applies to the property - buildings and property - contents sections:**
Automatic 25% increase in amount insured
The first paragraph and the paragraph headed Index linking under **How much we will pay** are deleted and the first paragraph is replaced by the following:
Provided that **you** advise **us** of the replacement value of the **contents** at the beginning of each **period of insurance**, **we** will pay up to the **amount insured** unless limited below, plus an additional 25% to take account of any inflationary increases over the **period of insurance**.
6. **The following applies to the public and products liability section:**
Subcontractor public liability insurance endorsement
We will not make any payment for any claim or loss directly or indirectly due to the work of sub-contractors and service providers unless **you** ensure they all maintain public liability insurance with a limit of not less than the subcontractor limit of indemnity stated in the schedule.
7. **The following applies to the public and products liability and employers' liability sections:**
Work at height exclusion
We will not make any payment for work undertaken at a height greater than the height limit stated in the schedule.
8. **The following applies to the property - contents section and property - own tools and equipment**
Theft from unattended vehicles exclusion
What is not covered A.1.e. is amended to read as follows:
e. theft from an unattended vehicle;
9. **The following applies to the public and products liability section:**
Underground services exclusion
We will not make any payment for any claim or loss directly or indirectly due to damage to underground pipes, cables or other services at a depth greater than 1 metre unless **you** maintain in force a system of work for controlling the risks associated with digging, excavating, boring or similar work and before such work **you** must have:
a. taken all reasonable steps, including but not limited to contacting the appropriate authorities, to find out whether any pipes, cables or other services, which could be at risk, are under the site, and
b. informed whoever is carrying out the digging, excavating or boring of the location of any pipes, cables or other services, and
c. kept a written record of the steps taken.
10. **The following applies to the public and products liability section:**
Damage to optical fibres excess
The **excess** is amended to 10% or £1,000, whichever is the greater, subject to a maximum amount of £2,500 for claims due to damage to optical fibre cables.
11. **The following endorsement applies to the employers liability section:**
Height endorsement
We will not make any payment for any claim or loss directly or indirectly due to work undertaken at a height greater than five meters unless all such work is only performed from scaffolding, which was erected by a third party, scaffolding tower, easi deck or from a cherry picker.
12. **The following applies to the public and products liability section:**
Legionella exclusion
We will not make any payment for any claim or loss directly or indirectly due to legionella or legionellosis

Optional additional endorsements

13.

The following applies to the following sections property – contents, property – buildings, property – own tools and equipment, property – hired in plant and property - contract works, property – business interruption

Terrorism extension

In consideration of the payment of the additional Premium and Insurance Premium Tax the exclusions relating to terrorism in the Property Sections of the ('PIP') policy shall not apply to damage occurring in Great Britain (meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man nor the Channel Islands) caused by an act of terrorism certified by Her Majesty's Government or Her Majesty's Treasury or any successor or relevant authority.

Provided always that the insurance effected by this Extension is:

- A. limited to damage occasioned by or happening through or in consequence of an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence in any action suit or other proceedings where the Insurer alleges that any damage or loss resulting from damage is not covered by this certificate the burden of proving that such damage or loss is covered shall be upon the Insured;
- B. not subject to the exclusions of the ('PIP') policy other than loss or damage directly or indirectly caused by war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- C. subject to the exclusion of digital or cyber risks, that is any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such damage is caused by virus or similar mechanism or hacking or denial of service attack; or consequential loss directly or indirectly caused by or arising from virus or similar mechanism or hacking or denial of service attack.

Virus or similar mechanism

Virus or similar mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to Trojan horses worms and logic bombs.

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether the property of the Insured or not.

Denial of service attack

Denial of service attack means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

- D. subject otherwise to all the terms and conditions of the ('PIP') policy except that:
 - a. any provision for the automatic reinstatement of amounts insured contained;
 - b. in the ('PIP') policy;
 - c. any Long Term Undertaking applying to the ('PIP') policy;
 - d. any terms in the ('PIP') policy which provide for adjustments of premium;
 - e. based upon declarations on expiry or during the Period of Insurance;
 - f. any aggregate limit contained in the ('PIP') policy regarding the amount borne;
 - g. by the Insured as a result of the operation of a deductible;
 - h. any extension of Premises to locations outside England and Wales and Scotland;
 - i. shall not apply to the insurance effected by this Extension.

Optional additional endorsements

Provided also that this extension shall have no force unless:

1. the Premium mentioned hereon and its insurance premium tax is received by the Insurer(s) within 30 days from commencement of terrorism cover or within 30 days from the date of quotation where this cover is requested retrospectively;
2. the balance of premium and its insurance premium tax due in respect of any previous period of insurance has been received by the Insurer(s) (or other relevant Member of Pool Reinsurance Company Limited to whom such balance was due where such insurance had not been provided by the Insurer(s));
3. any terrorism risk management procedures provisions and protections for which a premium discount has been granted are fully maintained and in place at the time of the loss;
4. the property and business interruption covered under this extension is also covered in the ('PIP') policy.

Failure to satisfy Proviso 1 and (unless Pool Reinsurance Company Limited agrees otherwise) Proviso 2 will render the terrorism cover void 'ab initio'.

14. **The following applies to the property - contents section:**

Floating sums insured endorsement

The cover under this section applies to all locations occupied by **you** for the **business** and shown in the schedule or notified to and accepted by **us**. The **amount insured** is the most **we** will pay in total for **damage to your contents** however many locations are affected.

15. **The following applies to your policy schedule:**

Geographical limit endorsement

Public and products liability and financial loss, geographical limits is amended to read as follows:

Geographical limits: worldwide

Professional indemnity, geographical limits is amended to read as follows:

Geographical limits: worldwide

16. **The following applies to the Professional indemnity section of this policy:**

Any one claim endorsement

How much we will pay is amended to read as follows:

How much we will pay

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

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

Special limit for criminal proceedings

The most **we** will pay for the costs to defend all criminal proceedings is the amount shown in the schedule. **We** will not pay any costs awarded against **you** as a result of such proceedings. **You** must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

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

The following applies to your policy schedule:

Professional indemnity, limit applies to is amended to read as follows:

Limit applies to: Any one claim excluding **defence costs**

Optional additional endorsements

17. **The following applies to the management liability portfolio – corporate legal liability section:**

Fidelity exclusion

The following is deleted from **what is covered**:

Your own losses

We will pay **your** direct financial loss if during the **period of insurance**, and in the performance of **your** business activity, **you** discover a loss from the dishonesty of an **employee**, where there was a clear intention to cause **you** financial loss or damage and to obtain a personal financial gain over and above salary, bonus or commission.

The limit provided under this cover shall be £100,000 aggregate in any one **period of insurance**.

This limit shall form part of the total aggregate limit for this section shown in the schedule.

What is not covered 1 is amended to read as follows:

Deliberate or dishonest acts

1. 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 profit or advantage for which **you** are not legally entitled;
 - c. an act intended to secure or which does secure a profit for any other company where a **designated party** is a director, officer or employee of such company.

This exclusion shall only apply after a judgment or other final adjudication or an admission that such act did occur.

The following is added to **What is not covered**:

We will not make any payment for any **claim, loss or investigation** based upon, attributable to or arising out of any dishonesty of any **employee**

18. **The following applies to the property - contents and property - own tools and equipment sections:**

Overnight endorsement

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

Overnight cover

The most **we** will pay for **damage** to any insured **property** whilst stored in any unattended vehicle between the hours of 9:00pm and 6:00am is £5,000 for any one vehicle.

19. **The following applies to the public and products liability section:**

Rotary sweeping systems

The following is added to **what is not covered**:

We will not make any payment for rotary sweeping system work undertaken unless a Tamar, Vohler or Rodtech UK rotary system is used.

We will not make any payment for rotary sweeping system work undertaken on Pre-1966 lined chimneys.