



Hiscox Insurance
Your policy wording



Hiscox Insurance

Policy wording

Guide to sections

Introduction

Policy wordings

General terms and conditions

Public and products liability

Employers' liability

Property definitions

Property – Contents

Property – Property away and in transit

Property - Business interruption

Property – Money

Cyber and data

Management liability – directors and officers' liability

Management liability - Corporate legal liability

Management liability - Employment practices liability

Crisis containment

Business HR Solutions Access to your HR and health and safety resource

Hiscox Insurance

Policy wording

Introduction

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

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

Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

Please read this 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
CEO, Hiscox Insurance Company

Complaints procedure

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

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

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

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 terms and conditions

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 .
Program	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.
You/your	The insured named in the schedule.

General conditions	The following conditions apply to the whole of this policy . Any other conditions are shown in the section to which they apply.
Presentation of the risk	1. In agreeing to insure you and in setting the terms and premium, we have relied on the information you have given us . You must provide a fair presentation of the risk and must take care when answering any questions we ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which you (including your senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.
If you fail to make a fair presentation	2. a. If we establish that you deliberately or recklessly failed to present the risk to us fairly, we may treat this policy as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us and we will be entitled to retain all premiums paid. b. If we establish that you failed to present the risk to us fairly but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you made a fair presentation of the risk, as follows: i. if we would not have provided this policy , we may treat it as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us . We will refund any premiums you have paid; or ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the period of insurance . This may result in us making no payment for a particular claim or loss. You must reimburse any payment made by us that we would not have paid if such terms had been in effect.
Change of circumstances	3. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy (a material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). We may then change the terms and conditions of this policy or cancel it in accordance with the Cancellation condition,
If you fail to notify us of a change of circumstances	4. a. If we establish that you deliberately or recklessly failed to: i. notify us of a change of circumstances which may materially affect the policy ; or ii. comply with the obligation in 1. above to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances; we may treat this policy as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. You must reimburse all payments already made by us relating to claims made or losses occurring after such date. We will be entitled to retain all premiums paid. b. If we establish that you failed to notify us of a change of circumstances or to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances, but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you fairly presented the change of circumstances to us , as follows: i. if we would have cancelled this policy , we may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. You must reimburse any payments already made by us relating to claims made or losses occurring after such date. We will refund any premiums you have paid in respect of any period after the date when cancellation would have been effective; or ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the date when your circumstances changed. This may result in us making no payment for a particular claim or loss.
Reasonable precautions	5. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair. We will not make any payment under this policy in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.
Premium payment	6. We will not make any payment under this policy until you have paid the premium.

Cancellation	<p>7. 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 £20.</p> <p>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.</p>
Multiple insureds	<p>8. The most we will pay is the relevant amount shown in the schedule.</p> <p>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.</p> <p>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.</p>
Aggregate limit	<p>9. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance.</p>
Rights of third parties	<p>10. You and we are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>
Other insurance	<p>11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.</p>
Cover under multiple sections	<p>12. Where you, including anyone within the meaning of 'you' or 'insured person' in any section of the policy, are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy, being the section that provides the most advantageous cover to you or the party entitled to cover.</p>
Governing law	<p>13. Unless some other law is agreed in writing, this policy will be governed by the laws of England.</p>
Arbitration	<p>14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.</p>

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

Your obligations	<p>1. We will not make any payment under this policy unless you:</p> <ol style="list-style-type: none"> a. give us prompt notice of anything which is likely to give rise to a claim under this policy in accordance with the terms of each section; and b. give us, at your expense, any information which we may reasonably require and co-operate fully in the investigation of any claim under this policy. <p>2. You must:</p> <ol style="list-style-type: none"> a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and b. give us all assistance which we may reasonably require to pursue recovery of amounts we may become legally liable to pay under this policy, in your name but at our expense. <p>If you fail to do so, you shall be liable to us for an amount equal to the detriment we have suffered as a result of your failure to comply with this obligation, which we may deduct from any payment we make under this policy.</p>
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Fraud	<p>3. If you or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive us by deliberately giving us false information or making a fraudulent claim under this policy then:</p>
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- a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
- b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
- c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
- d. **we** shall be entitled to retain all premiums paid.

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

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

Public and products liability

Policy wording

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

Special definitions for this section

Abuse or molestation	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
Abuse or molestation retroactive date	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Computer system	Any computer network, hardware, software, information technology and communications system, including any email, intranet, extranet, website or data held electronically.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Drone	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
Employee	Any person working for you in connection with your business who is: <ol style="list-style-type: none">employed by you under a contract of service or apprenticeship;hired to or borrowed by you;under your control or supervision and is self-employed or working on a labour-only basis;engaged by labour-only sub-contractors;a labour master or a person supplied by him;engaged under a work experience or training scheme;a voluntary worker engaged with your permission.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Misuse of a computer system	Any unauthorised or malicious act, or threat of any unauthorised or malicious act, involving the use or operation or processing of or access to any computer system .
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.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation. This does not include drones .
You/your	Also includes any person who was, is or during the period of insurance becomes your director, partner, trustee, committee member, senior manager or officer in actual control of your operations.

What is covered

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

This includes a claim against any **employee** when they are acting on **your** behalf in whatever capacity.

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

Abuse or molestation claims	<p>If, as a result of your business, any party brings a claim against you during the period of insurance for abuse or molestation committed after the abuse or molestation retroactive date, we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee when they are acting on your behalf in whatever capacity. However, we will not in any event provide cover to any party who commits, condones or ignores any abuse or molestation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners, trustees, committee members, employees or the spouse of any such person against legal liability as a result of bodily injury, property damage or personal injury, which falls within the scope of What is covered. Claims against you, incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than where such liability:</p> <ol style="list-style-type: none">a. arises out of:<ol style="list-style-type: none">i. any loss of a third-party's key or electronic pass card;ii. any failure to secure a third-party's premises;iii. the ownership or occupation of land or buildings; orb. is covered by any other insurance.
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against any:</p> <ol style="list-style-type: none">a. party individually stated in the Public and products liability section of the schedule under Named third parties; orb. other party with whom you have entered into a contract or agreement in connection with your business; <p>and you are liable for that claim, we will treat such claim as if it had been made against you and make the same payment to such party that we would have made to you, provided that they:</p> <ol style="list-style-type: none">i. have not, in our reasonable opinion, caused or contributed to the claim against them;ii. accept that we can control the claim's defence and settlement in accordance with the terms of this section;iii. have not admitted liability or prejudiced the defence of the claim before we are notified of it;iv. give us the information and co-operation we reasonably require for dealing with the claim.
Cross liabilities	<p>If more than one insured is named in the schedule, we will deal with any claim as though a separate policy had been issued to each of them provided that our liability in the aggregate shall not exceed the applicable limit of indemnity stated in the schedule.</p>
Criminal proceedings costs	<p>If, during the period of insurance, any governmental, administrative or regulatory body brings any criminal or regulatory action or proceedings against you or any employee 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 or proceedings. However, we will only pay the costs incurred to defend any allegations of abuse or molestation covered under this section up to the date of any judgment or other final adjudication against the employee or an admission by the employee that an act of abuse or molestation did occur.</p>
Loss of third-party keys	<p>If, during the period of insurance and as a result of your business, you lose any key or electronic pass card belonging to a third party for which you are legally responsible, and that party brings claim against you, we will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards.</p>
Failure to secure third-party premises	<p>If, during the period of insurance, you fail to secure the premises of a third party where you have been carrying out your business, and that party brings claim against you, we will pay the sums you have to pay as compensation to such third-party, provided that you have taken reasonable steps to secure the premises as required by that third-party.</p>
Unauthorised use of third-party	<p>If, during the period of insurance and as a result of your business, any of your employees</p>

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

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

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

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

Additional cover

Court attendance compensation If any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or any other **employee** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered

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

This does not apply to:

 - a. any **tool of trade**;
 - b. the loading or unloading of any vehicle off the highway.
 3. **bodily injury** to any:
 - a. **employee**; or
 - b. person supplied by **you** to a client under contract which occurs anywhere other than at **your** premises.
 4. a. i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
 - b. any **pollution** occurring in the United States of America or Canada.
 5. any **misuse of a computer system** or transmission of a computer **virus**.
 6. designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by **you**.
 7. the provision of or failure to provide any treatment or care of a person or animal, other than the provision of first aid in connection with **your business**.

Tour operator's liability	8. any business activity where you are deemed in law to be liable, purely as a result of: <ol style="list-style-type: none"> a. the Package Travel, Package Holidays and Package Tours Regulations 1992; b. any similar or successor legislation; or c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.
Your products	9. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts. 10. <ol style="list-style-type: none"> a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products; b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products; c. any products relating to drones or self-balancing motorised scooters.
Inefficacy	11. inefficacy .
Deliberate or reckless acts	12. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Placed personnel	13. the actions of any person supplied by you to a client under contract.
Contracts	14. your liability under any contract which is greater than the liability you would have at law without the contract.
War or nuclear	15. war or nuclear risks .
Terrorism	16. terrorism .
Asbestos	17. asbestos risks .
	B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Geographical limits	4. any claim brought against you : <ol style="list-style-type: none"> a. resulting from any work you undertake in any country outside the geographical limits; or b. for bodily injury or property damage, arising from any products, occurring in any country outside the geographical limits.
Excess	5. the amount of any relevant excess .

How much we will pay

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

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

Special limits

Abuse or molestation

For claims brought against **you** for **abuse or molestation**, the most **we** will pay is the amount stated in the schedule for the total of all such claims and their **defence costs**.

Products

For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**.

Pollution	For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs . The most we will pay for defence costs in relation to pollution claims is the amount stated in the schedule.
Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs .
Criminal proceedings costs	The most we will pay for the costs to defend criminal or regulatory actions or proceedings is the amount stated in the schedule. This applies to all actions and proceedings brought against you and your employees during the period of insurance .
Unauthorised use of third-party telephones by your employees	For claims arising from the unauthorised use of a third-party's telephone systems, the most we will pay is the amount stated in the schedule for the total of all such claims and their defence costs .

Additional cover

Court attendance compensation	We will pay you compensation, as stated in the schedule, for each day or part day that any of your directors, partners, trustees, committee members, senior managers or officers in actual control of your operations or other employees are required to attend court in relation to a claim covered under this section. The most we will pay for the total of all court attendance covered under this section is stated 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

If a problem arises	<ol style="list-style-type: none"> 1. We will not make any payment under this section unless you notify us: <ol style="list-style-type: none"> a. immediately and in any event within seven days of: <ol style="list-style-type: none"> i. a claim or anything which may give rise to a claim for or arising out of bodily injury or abuse or molestation; ii. your discovery, or the existence of reasonable grounds for your suspicion, that any director, partner, trustee, committee member or employee has committed abuse or molestation; or iii. any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body. b. promptly of any other claim or anything which may give rise to any other claim against you, including your discovery that products are defective. <p>At our request, you must confirm the facts in writing within 30 days with as much information as is available.</p> <p>You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number:</p> <p>by email to: liability.claims@hiscox.com; or</p> <p>by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.</p> 2. When dealing with your client or a third party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under this section by an amount equal to the detriment that we have suffered as a result.
Correcting problems	<ol style="list-style-type: none"> 3. You must take reasonable steps to remedy or rectify, at your expense, any defect or failure in the goods or services you have supplied to a client, customer or distributor. We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

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.

Employers' liability

Policy wording

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

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	<p>Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland working for you in connection with your business who is:</p> <ol style="list-style-type: none">employed by you under a contract of service or apprenticeship;hired to or borrowed by you;under your control or supervision and is self-employed or working on a labour-only basis;engaged by labour-only sub-contractors;a labour master or a person supplied by him;engaged under a work experience or training scheme;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 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	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 .
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 any other party with whom you have entered into a contract or agreement in connection with your business and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such party that we would have made to you, provided that they:</p> <ol style="list-style-type: none">have not, in our reasonable opinion, caused or contributed to the claim against them;accept that we can control the claim's defence and settlement in accordance with the terms of this section;have not admitted liability or prejudiced the defence of the claim before we are notified of it;give 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 the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, we will pay to the employee at your request the amount of any unpaid damages and awarded costs provided that:</p> <ol style="list-style-type: none">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; andwe 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

If any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or any other **employee** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered

We will not make any payment for:

1. any claim or part of a claim or loss directly or indirectly due to:
 - 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.
 - d. any **bodily injury** to any person supplied by **you** to a client under contract.
2. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

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

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

Special limits

Terrorism

The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount stated 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**.

Criminal proceedings costs

We will pay up to the amount stated in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.

Additional cover

Court attendance compensation

We will pay **you** compensation, as stated in the schedule, for each day or part day that any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or other **employees** are required to attend court in relation to a claim covered under this section. The most **we** will pay for the total of all court attendance covered under this section is stated in the schedule.

Your obligations

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

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

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

- a. the entity has no employees; or

- b. all staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. the entity is not registered in England, Wales, Scotland or Northern Ireland.

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

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us**:
 - a. immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section for or arising out of **bodily injury**;
 - b. promptly of any:
 - i. other claim or anything which may give rise to any other claim; or
 - ii. threatened criminal action by any governmental, administrative or regulatory body.

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

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

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

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

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

Control of defence

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

Compulsory insurance clause

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

Employers' Liability Tracing Office

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

You can find out more:

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

Property definitions

Special definitions for all property sections

Activities	Your activities declared to us and accepted by us , or the business activities stated on the schedule.
Amount insured	The most we will pay as stated in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Breakdown	<ol style="list-style-type: none">1. Breaking, failure, distortion or burning out of any part of equipment or a computer whilst in ordinary use, arising from defects in the equipment or computers causing its sudden stoppage and necessitating repair or replacement before it can resume work;2. fracturing of any part of equipment or a computer by frost which renders such equipment or computers inoperative; or3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.
Buildings	<p>The buildings, which belong to you or for which you are legally responsible, at the premises stated in the schedule, including:</p> <ol style="list-style-type: none">1. outbuildings and annexes;2. fixtures and fittings, fixed fuel tanks;3. walls, gates, fences, car parks, yards, private roads, pavements and paths at the premises;4. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains. <p>The land at the premises is not included within this definition.</p>
Computers	Computers, handheld devices and ancillary equipment, which belong to you or for which you are legally responsible, including software and data carrying media but excluding data or information entered by you or on your behalf.
Damage	Accidental physical loss or physical damage.
Declared amount	Any amount stated in the schedule which you have declared as: <ol style="list-style-type: none">1. your actual income or gross profit or fees;2. the total replacement value of your contents; or3. the total costs of rebuilding your buildings.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or subsidence and any ensuing tsunamis.
Employee's home	The home of any partner, director, trustee, committee member, employee or volunteer of yours within the United Kingdom .
Equipment	<p>Equipment, which belongs to you or for which you are legally responsible:</p> <ol style="list-style-type: none">1. built to operate under vacuum or pressure, other than the weight of contents; or2. used for the generation, transmission or utilisation of energy. <p>Computers are not included in this definition.</p>
Event location	Any location within the United Kingdom where you are attending a promotional event or exhibition in connection with your activities .
Explosion or collapse	<ol style="list-style-type: none">1. Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured equipment together with forcible ejection of the contents; or2. sudden and dangerous distortion of any part of the insured equipment caused by crushing stress by force of steam or other fluid pressure. <p>Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.</p>
Failure	<p>Damage caused by:</p> <ol style="list-style-type: none">1. electrical or mechanical breakdown, including rupture or bursting caused by centrifugal

	force;
	<ol style="list-style-type: none"> 2. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires; 3. explosion or collapse of equipment owned or leased by you or under your control and operating under steam or other fluid pressure; 4. any condition or event, not otherwise excluded by this section, occurring inside equipment operating under steam or other fluid pressure; 5. any condition or event, not otherwise excluded by this section, occurring inside oil or water storage tanks, hot water boilers or other water heating equipment; or 6. operator error.
Fees	The difference between your income , and the sum of the wage roll of persons supplied to all clients by you under contract and uninsured working expenses .
First loss limit	Any amount insured stated in the schedule as a first loss limit, where, with our consent, you have selected a limit that is less than the declared amount .
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.
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 .
Hacker	Anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data held electronically by you or on your behalf.
Handheld devices	Handheld electronic devices used in connection with your activities which belong to you or for which you are legally responsible, including: <ol style="list-style-type: none"> 1. phones and smartphones which make or receive telephone calls through a cellular network and their accessories; 2. laptops, tablets, PDAs and wearable technology.
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.
Income	The total income of your business or your activities .
Insured damage	Damage , other than failure , to property occurring during the period of insurance provided that: <ol style="list-style-type: none"> 1. the damage is not otherwise excluded by the buildings, contents or other property section of this policy; and 2. payment has been made or liability admitted by the insurer under any insurance covering such damage.
Insured failure	Failure of equipment, computers , oil or water storage tanks and other insured items occurring during the period of insurance provided that: <ol style="list-style-type: none"> 1. the failure is not otherwise excluded by the Equipment breakdown section of this policy; and 2. payment has been made or liability admitted by us under the Equipment breakdown section of this policy.
Insured premises	The space you occupy at the premises stated in the schedule. This includes any outbuildings and annexes you occupy on the same premises.
Money	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to you .
Production or process equipment	Any equipment which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such equipment and any other machine or apparatus used exclusively with such equipment .
Property	Tangible property.

Prototype	A sample or model built to test a concept or process.
Reconstitution of data	Reconstitution of the data you need to continue your activities, if your electronic records and data have been lost or distorted.
Rent	Rent: <ol style="list-style-type: none"> 1. for the insured premises that you must legally pay while the insured premises or any part of it is unusable as a result of insured damage, insured failure or restriction; 2. that you cannot legally recover from your tenants while the buildings or any part are unusable as a result of insured damage, insured failure or restriction.
Software	Programs which run your computers , including both your own operating programs and application programs used in the course of your activities.
Specified insured premises	Any insured premises within the United Kingdom .
Specified or unspecified premises	Any specified insured premises or unspecified insured premises .
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
Stock	Consumable goods, merchandise goods, samples and goods held in trust, including customers' goods for which you are legally responsible.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	Subsidence, landslip or heave.
Unattended vehicle	Any vehicle which is out of sight of you or any person authorised by you .
Uninsured working expenses	Purchases less discounts received, bad debts, rent and any other item described in the schedule.
United Kingdom	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
Unspecified insured premises	Other than specified insured premises , any premises within the United Kingdom which is owned, rented or leased by you for the purpose of your activities.

Property – contents

Policy wording

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

Special definitions for this section

Art and collections	Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability.
Contents	<p>The contents of the insured premises used in connection with your activities which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none">1. computers;2. stock;3. prototypes;4. art and collections;5. fixtures and fittings, tenant's improvements, decorations and general contents including, if attached to the building, external signs, aerials and satellite dishes; and6. pipes, ducting, cables, wires and associated control equipment within the insured premises and extending to the public mains. <p>The following are not included within this definition:</p> <ol style="list-style-type: none">a. any mechanically propelled vehicle or mobile plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;b. any watercraft, marine rig or platform, hovercraft, aircraft, drone or other aerial device;c. buildings, land and water;d. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;e. money; orf. any item attached to any of the above.
Crime	Dishonesty of any person under a contract of service with you where there was a clear intention to cause you financial loss or damage and to obtain personal financial gain over and above salary, bonus or commission.
Employees' cycles	Cycles and cycle accessories which belong to your partners, directors, trustees, committee members, employees or volunteers or for which such persons are legally responsible.
Personal effects	Articles worn, used or carried about the person which belong to your partners, directors, trustees, committee members, employees, volunteers or visitors to the insured premises or for which such persons are legally responsible.
Rent payable	Rent for the insured premises that you must legally pay while the insured premises or any part of it is unusable as a result of damage insured by this section.
What is covered	We will insure you against damage occurring during the period of insurance to contents contained in the insured premises and any other items specified in the schedule.
Additional cover	The following are also provided up to the amount stated in the schedule:
Glass	1. damage occurring during the period of insurance to any fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings contained in the insured premises , which belongs to you or for which you are legally responsible.
Costs following glass breakage	2. the necessary and reasonable costs you incur following breakage or scratching during the period of insurance of glass, which belongs to you or for which you are legally responsible, for: <ol style="list-style-type: none">a. temporary boarding-up;b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;c. replacement lettering or other ornamental work and alarm foil on glass.

Additions to contents	3. damage occurring during the period of insurance to any additional contents , provided you tell us the additional values as soon as possible and pay the appropriate premium.
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 within a building at the insured premises during the period of insurance to personal effects provided they are not insured elsewhere. However we will not make any payment under this additional cover for money or jewellery.
Employees' cycles	6. damage occurring within a building at the insured premises during the period of insurance to employees' cycles provided they are not insured elsewhere.
Reconstitution of electronic data	7. the reasonable cost of reconstitution of data as a direct result of damage covered under this section.
Reconstitution of documents	8. the reasonable costs of replacing or reconstituting your documents that are not held electronically and which you need to continue your activities , if such documents have been lost or destroyed as a direct result of damage covered under this section.
Lock replacement	9. the costs you incur to replace locks and keys necessary to maintain the security of the insured premises or any safes or security control apparatus following theft or loss of keys during the period of insurance .
Building damage by theft	10. the cost of repairing damage occurring during the period of insurance to the buildings at the insured premises caused by theft or attempted theft and for which you are legally liable.
Metered water and fuel	11. the cost that you incur for any metered water and fuel used at the insured premises when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of damage occurring during the period of insurance to any storage tank, equipment or piping resulting from a cause not otherwise excluded.
Unauthorised use of utilities	12. the cost to you of any metered water, gas or electricity that you did not use, but you are legally responsible for due to a third party using your metered water, gas and electricity without your authorisation provided that you discover the unauthorised or unlawful use during the period of insurance .
Accidental discharge of gas system	13. the necessary and reasonable costs that you incur to refill the cylinders of any gas flooding system installed at the insured premises , following accidental discharge of the system during the period of insurance .
Extinguisher and alarm re-setting expenses	14. the necessary and reasonable costs and expenses you incur in order to refill fire extinguishing appliances, replace sprinkler heads and reset the fire or intruder alarm system following damage covered under this section.
Loss prevention costs	15. the necessary and reasonable costs you incur to protect the contents from imminent damage that would be covered under this section.
Removal of debris	16. the reasonable costs and expenses you incur for clearance of the debris of contents from the insured premises or the area immediately adjacent following damage covered under this section.
Defective title – art and collections	17. if, during the period of insurance , someone claims that an item of art and collections is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, we will pay you the amount you paid for it, or the agreed value if the item is individually valued in the schedule or contained in any valuation lodged with us and this value is less. We will only do this if: <ul style="list-style-type: none"> a. you bought the item during the period that the fine art has been insured with us; and b. you made reasonable enquiries about the item's provenance before you bought it.
Outdoor items	18. damage occurring during the period of insurance to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors within the confines of the insured premises .
Refrigerated stock	19. the necessary and reasonable costs and expenses you incur to replace spoiled refrigerated stock stored in a refrigeration unit at the insured premises where such

spoilage was caused by:

- a. a fault in the refrigeration unit;
- b. escape of refrigerant; or
- c. failure of the public supply of electricity or gas, unless the failure is as a result of a deliberate act of the supply authority to withhold or restrict supply,

occurring during the **period of insurance**, provided that the refrigeration unit is:

- i. less than five years old at the date of loss; or
- ii. maintained under annual contract by a suitably qualified refrigeration engineer.

Continuing hire charges

20. continuing hire charges for **contents** hired in by **you** while such **contents** are being repaired or until permanently replaced as a direct result of **damage** covered under this section, provided **you** are legally liable for such costs.

Crime

21. **your** direct financial loss if, during the **period of insurance** and in the performance of **your activities**, **you** discover a loss from **crime**, provided:
- a. the **crime** was committed during the period that **your contents** have been continuously insured with **us**; and
 - b. the **crime** was not committed after any director, partner, trustee, committee member, senior manager or officer of **you** first becomes aware of any **crime** committed by the person under a contract of service with **you**.

Undamaged tenant's improvements

22. tenant's improvements if **your** lease is cancelled by the lessor as a consequence of **damage** occurring during the **period of insurance** to the **insured premises**, provided the cancellation is a valid condition of **your** lease, tenant's improvements are an insured item under this **policy** and that **you** are unable to save such tenant's improvements.

Contents temporarily elsewhere

23. **damage** occurring during the **period of insurance** to **contents**, excluding **handheld devices**, temporarily elsewhere in the **United Kingdom**, including while:
- a. at the home of any director, partner, trustee, committee member, employee or volunteer of **yours**;
 - b. at any location where **you** are attending a promotional event or exhibition in connection with **your activities**;
 - c. at any location for the purpose of cleaning, maintenance, repair or restoration; and
 - d. in transit.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an **unattended vehicle** unless the item is completely hidden within the storage compartment, locked boot or locked trailer of the vehicle and all security measures on the vehicle or trailer are fully operational;
 - f. a **virus** or **hacker**.
2. **damage** to any item being cleaned, worked on or maintained.
3. **damage** to any item directly resulting from its own **failure**.
4. loss or distortion of information resulting from error or malfunction of **contents**.
5. the value to **you** of any lost or distorted information.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. loss by fraud or dishonesty, other than the direct physical theft of **property**. This does not apply to the cover under **What is covered**, **Additional cover**, Crime.

10. consequential, indirect or financial losses of any kind, other than as provided under **What is covered, Additional cover**.
11. a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
12. a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

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

Special condition

Change of insured premises

If:

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

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

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

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

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

How much we will pay

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

Repair and replacement

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

1. for **contents**, other than **stock**, hired-in equipment, **prototypes, art and collections, personal effects** and **employees' cycles**, the cost of repair or replacement as new.
2. for **stock** other than second-hand merchandise goods, merchandise goods which have been sold but not delivered and goods held in trust, the cost of repair or replacement at the cost price to **you**.
3. for second-hand merchandise goods, the cost of repair or replacement at the trade market value.
4. for merchandise goods which have been sold but not delivered, the agreed contract price.
5. for hired-in equipment, the lesser of:
 - a. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
 - b. the costs of repair of the hired-in equipment; and
 - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
6. for goods held in trust, the lesser of:
 - a. **your** liability in respect of the goods held in trust; and
 - b. the cost of repair or replacement at the trade market value of such goods.
7. for **prototypes**, the cost to **you** of the materials necessary to reinstate the **prototype** to the same condition as it was in immediately prior to **damage** occurring.
8. for **art and collections**, the agreed value of any lost or damaged item which is individually valued in the schedule or contained in any valuation lodged with **us**. However, if the item is only partly damaged, **we** will decide whether **we** repair, restore, replace or pay the agreed value of the damaged item. If **we** repair or restore a damaged

item, **we** will also pay for any loss in value.

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

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

Pairs and sets

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

Other interests

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.

Inflationary provision cover

Provided that **you** advise **us** of the replacement value of the **contents** at the beginning of each **period of insurance**, the **amount insured** will automatically be increased by an additional percentage to take account of any inflationary increases over the **period of insurance**. **Your** schedule will show if Inflationary provision cover applies and the additional percentage amount.

Under insurance

If, at the time of **damage**, **we** establish that:

1. the **amount insured**; or
2. the **declared amount**, where **you** have selected a **first loss limit** which is stated on the schedule;

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

We will only apply this calculation if:

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

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

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

Index linking

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

Your obligations

If any damage occurs

We will not make any payment under this section unless **you**:

1. notify **us** promptly of any **damage** which might be covered;
2. notify **us** promptly of any claim that an item of **art and collections** is not rightfully **yours**;
3. notify **us** of any loss from **crime** within ten working days of its discovery by **you**;
4. report to the police or relevant local authority, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
5. 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	You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the insured premises . If you do not, we may reduce any payment we make by an amount equal to the detriment we have suffered as a result.
Hiring in equipment	<p>When hiring in property you must complete and record an inventory check and inspect all property for damage prior to acceptance and agree a schedule of any damage with the hire company before taking charge of the property. Upon returning the property to the hire company you must only return the property to persons authorised within the hire company to accept the return of equipment.</p> <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Protections	<ol style="list-style-type: none">1. You must ensure that all fire alarms, security systems and physical protections notified to us are in full operation whenever the insured premises is left unattended, unless you have already advised us that a system is not working properly.2. You must also advise us as soon as reasonably possible if for any reason a system is not working properly. We may then vary the terms and conditions of this policy. All systems must be regularly serviced under contract by a reputable company at least annually. <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Unoccupancy	<p>You must tell us immediately if the insured premises, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p> <p>If you do not tell us, we will not make any payment for damage occurring while the insured premises is unoccupied.</p>
Building works	<p>If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings at the insured premises and the estimated cost is more than £75,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out. If you do not tell us, we will not make any payment for damage directly or indirectly caused by or resulting from the building works.</p> <p>You do not have to tell us if the work is for redecoration only.</p>
Unauthorised use of utilities	<p>If the insured premises is not occupied by you, you must inspect the insured premises at least weekly and take action to prevent further losses as any potential unauthorised use is discovered.</p> <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>

Property – away and in transit

Policy wording

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 location	Any location within the United Kingdom where you have a contract to carry out your activities .
Insured property	<p>The property used in connection with your activities which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none">1. computers;2. equipment;3. stock;4. research and development property, including prototypes;5. tools, plant and machinery;6. event and exhibition equipment;7. hired-in equipment;8. documents; and9. accessories associated with any of the above. <p>The following are not included within this definition:</p> <ol style="list-style-type: none">a. any mechanically propelled vehicle or mobile plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;b. any watercraft, marine rig or platform, hovercraft, aircraft or other aerial device;c. buildings, land and water;d. money; ore. any item attached to any of the above.
In transit	<ol style="list-style-type: none">1. In transit by road, rail, water, air or by person;2. being loaded or unloaded in the course of transit by road, rail, water, air or by person; or3. temporarily housed overnight away from any specified or unspecified insured premises in the course of transit.
Unattended property	Any item of property which is not under the personal supervision of you or anyone authorised by you .

What is covered

What is covered	<p>We will insure you, up to the amount insured stated in the schedule for each location listed below, against damage occurring during the period of insurance to insured property, other than while hired out:</p>
Damage to insured property	<ol style="list-style-type: none">1. anywhere in the European Union (including in the United Kingdom or Gibraltar), including while in transit;2. anywhere else in the world, including while in transit. <p>We will also insure you, up to the amount insured stated in the schedule for each location listed below, against damage occurring during the period of insurance to insured property other than while hired out:</p> <ol style="list-style-type: none">3. while at a contract location;4. while at an event location;5. while at an employee's home;6. while at any specified insured premises;7. while at any unspecified insured premises;8. anywhere else in the United Kingdom; <p>including while in transit anywhere in the United Kingdom.</p>

Damage to hired out property	We will insure you , up to the amount insured stated in the schedule, against damage occurring during the period of insurance to insured property while hired out.
Additional cover	The following are also provided up to the amount stated in the schedule:
Reconstitution of electronic data	1. the reasonable costs of reconstitution of data as a direct result of damage covered under this section.
Reconstitution of documents	2. the reasonable costs of replacing or reconstituting your documents that are not held electronically and which you need to continue your activities , if such documents have been lost or destroyed as a direct result of damage covered under this section.
Alternative hire costs	3. the reasonable hire costs incurred by you for the necessary hire of a substitute item of similar type and capacity as a direct result of damage covered under this section, for the period beginning at the date of the damage until the insured property is repaired or replaced but for no longer than six months.
Continuing hire charges	4. continuing hire charges for insured property hired in by you while the insured property are being repaired or until permanently replaced as a direct result of damage covered under this section, provided: <ul style="list-style-type: none"> a. you are legally liable for such costs under a written contract; and b. we have made payment or admitted liability for such damage.
Loss of hire fees	5. loss of fees you would have received for the hire of your insured property under a standard hire contract but for damage covered under this section, for the period beginning at the date of the damage until the insured property is repaired or replaced, but for no longer than six months.
Alternative vehicle costs	6. if a vehicle or craft transporting insured property is disabled as a result of damage occurring during the period of insurance , the reasonable costs you incur in: <ul style="list-style-type: none"> a. transferring the insured property to another vehicle or craft; or b. hiring an alternative vehicle or craft of similar specification and capacity; in order to fulfil your commitments to deliver the insured property to its intended destination within the United Kingdom or to return it to its place of dispatch, provided: <ul style="list-style-type: none"> i. the damage is not otherwise excluded by any Property section of this policy; and ii. payment has been made or liability admitted by the insurer under any insurance covering such damage.
Reloading fallen property	7. the reasonable costs of reloading insured property in the event of it falling accidentally from the transporting vehicle or craft while in transit during the period of insurance .
Loss prevention costs	8. the reasonable and necessary costs you incur to protect the insured property from imminent insured damage occurring during the period of insurance .
Removal of debris	9. the reasonable costs and expenses you incur for clearance of the debris of insured property following damage covered under this section.
Additions to insured property	10. damage occurring during the period of insurance to any additional insured property , provided you tell us the additional values as soon as possible and pay the appropriate premium.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an **unattended vehicle** unless the item is completely hidden within the storage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer are fully operational;
 - f. theft of **unattended property** away from any **specified or unspecified insured premises** unless the item is stored in a securely locked room or building;

- g. theft by deception of any item that **you** have hired out under a standard hire contract, unless **you** have:
 - i. obtained and verified at least two trade references for each hirer; and
 - ii. retained a copy of the hirer's letterhead and a copy of at least two utility bills for the hirer relating to the same premises; and
 - iii. retained a copy of the credit card details of the hirer; and
 - iv. only allowed the actual hiring company to collect the hire items and upon collection have copied identification of the hirer and have taken a photograph of the hirer;
 - h. a **virus** or **hacker**.
2. **damage** to any item being cleaned, worked on or maintained.
 3. **damage** to any item while:
 - a. **in transit** by courier or postal service where the method of delivery does not require a recipient's signature on receipt;
 - b. stowed in the hold of any aircraft or watercraft, whether **in transit** or otherwise; or
 - c. in the care, custody or control of any airport or seaport operator or any agent of any airport or seaport operator.
 4. loss by fraud or dishonesty, other than the direct physical theft of **property**.
 5. loss or distortion of information resulting from **failure** of any **insured property**.
 6. the value to **you** of any lost or distorted information.
 7. **damage** to any item directly resulting from its own **failure**.
 8. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
 9. unexplained loss or disappearance or inventory shortage.
 10. loss due to clerical or accounting errors.
 11. consequential, indirect or financial losses of any kind, other than as provided under **What is covered, Additional cover**.
 12.
 - a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land 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

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

Repair and replacement

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

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

- a. **your** liability in respect of the goods held in trust;
 - b. the cost of repair or replacement at the trade market value of such goods.
6. for **prototypes**, the cost to **you** of the materials necessary to reinstate the **prototype** to the same condition as it was immediately prior to **damage** occurring.

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

Other interests Any payment will take into account the interest of any party having an insurable interest in the **insured property**, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Special limits

Limit per vehicle or craft The most **we** will pay for **damage** to **insured property** in any one vehicle or craft while **in transit** is the amount stated in the schedule.

Hired out property The most **we** will pay for **damage** to **insured property** while hired out by **you** other than under a standard hire contract is the amount stated in the schedule. This is included within, and not in addition to, the **amount insured** for hired out **insured property** stated in the schedule.

Your obligations

If any damage occurs **We** will not make any payment under this section unless **you**:

1. notify **us** promptly of any **damage** which might be covered;
2. notify any third-party carrier of the **insured property** of any **damage you** discover within the time limits for notification of damage stipulated in **your** contract of carriage with them;
3. notify **us** of any loss arising from theft or attempted theft by any director, partner, trustee, committee member, employee or volunteer of **yours** within ten working days of its discovery by **you**;
4. report to the police or relevant local authority, as soon as reasonably possible, any **damage** arising from theft, attempted theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
5. 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 **You** must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from each backed up device. If **you** do not, **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

Unoccupancy **You** must tell **us** immediately if the buildings at any **specified or unspecified insured premises**, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment for **damage** occurring while the buildings are unoccupied.

Building works If **you** intend to undertake any work to extend, renovate, build or demolish any part of the buildings at any **specified or unspecified insured premises** and the estimated cost is more than £75,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may change the terms and conditions of this **policy** or impose additional requirement that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment for **damage** directly or indirectly caused by or resulting from the building works.

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

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

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

Property – business interruption

Policy wording

Please read the schedule to see if **your** loss of **income**, loss of **gross profit**, **increased costs of working** or **additional increased costs of working** are covered or if a **first loss limit** or **flexible business interruption cover** applies.

The schedule will also show if either the **amount insured** or the **indemnity period** are unlimited.

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

Special definitions for this section

Accidental bodily injury	Any identifiable bodily injury, including illness solely and directly resulting from the injury, to a key person which is caused by an accident occurring at an identifiable time and place during the period of insurance and which results in the key person's death or disablement .
Additional increased costs of working	The additional costs and expenses, not including the costs of reconstitution of data , reasonably incurred by you with our prior consent in order to continue your activities or minimise your loss of income or loss of gross profit during the indemnity period and not limited to the reduction in income or gross profit saved.
Additional research expenditure	The additional costs and expenses reasonably incurred by you with our prior consent in order to restore your research projects to the state they were in prior to any insured damage .
Alternative hire costs	The additional costs and expenses reasonably incurred by you for the necessary hire of a substitute item of similar type and capacity either while insured property is being repaired or until permanently replaced, following insured damage or insured failure .
Annualised amount insured	The amount insured divided by the indemnity period multiplied by 12.
Annualised declared amount	The declared amount for your actual income or gross profit divided by the indemnity period multiplied by 12.
Computer system	Any computer network, hardware, software , information technology and communications system, including any email, intranet, extranet or website.
Cyber-attack	Any financial harm caused to you due to: a. the activities of a third-party who specifically targets you alone by maliciously blocking electronically the access to your computer system , programs , or data held electronically by you or on your behalf; or b. a hacker who specifically targets you alone.
Disablement	A condition which, in the opinion of a qualified medical adviser approved by us , entirely prevents the key person from attending to their duties on your behalf.
First loss limit	Any amount insured stated in the schedule as a first loss limit, where, with our consent, you have selected a limit that is less than your declared income or gross profit .
Flexible business interruption cover	Any combination of your loss of income , loss of gross profit , additional research expenditure , increased costs of working or additional increased costs of working .
Illness	An illness or disease contracted by a key person which first becomes apparent during the period of insurance and which results in the key person's disablement .
Increased costs of working	The costs and expenses necessarily and reasonably incurred by you for the sole purpose of minimising the reduction in income from your activities during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period, in months, beginning at the date of the insured damage or insured failure or the date the restriction is imposed, and lasting for the period during which your income is affected as a result of such insured damage , insured failure or restriction, but for no longer than the number of months stated in the schedule.
Key person	Any of your directors, partners, trustees, in-house counsel or senior managers in actual control of your operations aged between 18 and 70 inclusive at the start of the period of insurance .
Lottery	The following prize draws and competitions: a. UK National Lottery prize draws including scratch cards;

- b. UK National Football Pools;
- c. Littlewoods Pools;
- d. Vernons Pools;
- e. Euro Millions Lottery; or
- f. UK Premium Bond prize draw.

Rate of gross profit The percentage produced by dividing **gross profit** by **your income** during the financial year immediately before any **insured damage, insured failure** or restriction.

Research projects **Your activities** directly related to **your** development of new products or services or improvements to existing products or services.

Specified customer Any direct customer of **yours** operating and based at the address individually stated in the business interruption section of the schedule.

Specified supplier Any supplier of **yours** operating and based at the address individually stated in the business interruption section of the schedule.

What is covered	We will insure you for your financial losses and other items specified in the schedule, resulting solely and directly from an interruption to your activities caused by:
Financial losses from insured damage	1. insured damage to property: <ul style="list-style-type: none"> a. insured under any Property section of this policy other than Equipment breakdown; or b. insured elsewhere, but not under this policy, provided the damage occurred while the property was contained in the insured premises;
Denial of access	2. insured damage in the vicinity of the insured premises which prevents or hinders your access to the insured premises ;
Non-damage denial of access	3. an incident occurring during the period of insurance within a one mile radius of the insured premises which results in a denial of access or hindrance in access to the insured premises , imposed by any civil or statutory authority or by order of the government or any public authority, for more than 24 consecutive hours;
Bomb threat	4. your total inability to access the insured premises due to restrictions imposed by the police or the British Armed Forces caused by the presence or suspected presence of an incendiary or explosive device within the insured premises or in the vicinity of the insured premises during the period of insurance , provided that such restriction applies for more than four hours and subject to our liability being limited to the actual period that total access is denied. No cover will be provided if actual damage is caused by the device;
Unspecified customers	5. insured damage , other than loss or damage caused by flood or earth movement , arising at the premises of any of your direct customers, operating and based in the European Union (including in the United Kingdom or Gibraltar), other than any specified customer ;
Specified customers	6. insured damage arising at the premises of any specified customer ;
Unspecified suppliers	7. insured damage , other than loss or damage caused by flood or earth movement , arising at the premises of any of your suppliers, operating and based in the European Union (including in the United Kingdom or Gibraltar), other than any specified supplier . This does not apply to any supplier of water, gas, electricity or telecommunications services;
Specified suppliers	8. insured damage arising at the premises of any specified supplier ;
Public utilities	9. failure in the supply of: <ul style="list-style-type: none"> a. water; b. gas; or c. electricity; to the insured premises for more than 24 consecutive hours caused by insured damage , other than damage caused by flood or earth movement , to: <ul style="list-style-type: none"> i. any land based premises of a service provider operating and based in the European Union (including in the United Kingdom or Gibraltar); ii. the terminal feed to the insured premises; or

- iii. underground cables conveying such services from the service provider to the **insured premises**.

For cover following a failure in the supply of public utilities, **damage** shall be considered as **insured damage** where it is self-insured by the utility provider.

Telecommunications and internet service providers

- 10. failure in the supply of:
 - a. telecommunications; or
 - b. internet services;to the **insured premises** for more than 24 consecutive hours caused by **insured damage**, other than **damage** caused by **flood** or **earth movement**, to:
 - i. any land based premises of a service provider operating and based in the European Union (including in the **United Kingdom** or Gibraltar);
 - ii. the terminal feed to the **insured premises**; or
 - iii. underground cables conveying such services from the service provider to the **insured premises**.

For cover following a failure in the supply of telecommunications or internet services, **damage** shall be considered as **insured damage** where it is self-insured by the provider of such services.

Public authority

- 11. **your** inability to use the **insured premises** due to restrictions imposed by a public authority during the **period of insurance** following:
 - a. a murder or suicide;
 - b. an occurrence of any human infectious or human contagious disease, an outbreak of which must be notified to the local authority;
 - c. injury or illness of any person traceable to food or drink consumed on the **insured premises**;
 - d. defects in the drains or other sanitary arrangements;
 - e. vermin or pests at the **insured premises**.

Cyber-attack

- 12. **cyber-attack**, provided:
 - a. the interruption lasts for a continuous period of more than 12 consecutive hours during the **period of insurance**; and
 - b. **you** first discover the attack during the **period of insurance**.However, **we** will not make any payment for:
 - i. any **cyber-attack** carried out by any person who was, is or during the **period of insurance** becomes **your** partner, director, trustee, in-house counsel or senior manager in actual control of **your** operations;
 - ii. any **cyber-attack** affecting any internet service provider, telecommunications provider, cloud provider but not including the hosting of hardware and software that **you** own, or other utility provider. This exclusion does not apply where **you** provide such services as part of **your business**;
 - iii. any actual or alleged loss, theft or infringement of intellectual property;
 - iv. any actual or alleged infringement, use, misappropriation or disclosure of a patent or trade secret;
 - v. **confiscation**; or
 - vi. **war** or **nuclear risks**.

This cover does not apply if **you** have purchased separate cyber and data insurance from **us**;

Equipment breakdown

- 13. **insured failure**.

Additional cover

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

Hacker damage

- 14. Following a **cyber-attack** covered under this section, **we** will pay the reasonable and necessary expenses incurred with **our** prior written agreement in replacing or repairing **your computer system, programs** or data **you** hold electronically to the same standard and with the same contents before it was damaged, destroyed, altered, corrupted, copied, stolen or misused.

This cover does not apply if **you** have purchased separate cyber and data insurance from **us**.

Employees' lottery win

- 15. **We** will pay the following costs and expenses incurred by **you** with **our** prior consent

caused by one or more of **your** employees resigning from employment with **you** during the **period of insurance** as a direct consequence of their securing a win in a **lottery**:

- a. recruitment and agency fees;
- b. additional overtime costs for **your** remaining employees; and
- c. the costs incurred by **you** to employ additional temporary employees.

However, **we** will not make any payment for any costs and expenses caused by **your** employees' **lottery** wins unless:

- i. the employees resign within 14 days from the date of their **lottery** win; and
- ii. the **lottery** win is greater than £100,000 per person.

Cancellation and abandonment

16. If, as a sole and direct result of an unforeseen incident or event which occurs during the **period of insurance** and is entirely beyond **your** control, a promotional event for **your activities** are necessarily and unavoidably postponed, abandoned, cancelled or relocated, **we** will pay the costs and expenses incurred by **you**, provided that the promotional event is:
 - a. organised by **you** in connection with **your activities**; and
 - b. due to take place within the **United Kingdom**.

However, **we** will not make any payment for loss of **gross profit** or any postponement, relocation, cancellation or abandonment of any promotional event for **your activities** directly or indirectly due to:

- i. any failure, withdrawal or inadequacy of necessary finance or financial default of any person, corporation or entity;
- ii. strikes, industrial action or labour disputes, whether actual or threatened;
- iii. any action taken by any national or international body or agency directly or indirectly to control, prevent or suppress any infectious disease;
- iv. adverse weather affecting any promotional event; or
- v. **war** or **nuclear risks**.

Key persons

17. If a **key person** suffers **accidental bodily injury** or contracts an **illness** which lasts for more than 28 days, **we** will pay **you** for the expense **you** incur in replacing that **key person**, less any savings **you** are able to make in order to avoid or reduce a loss. However, **we** will not make any payment where the **accidental bodily injury** to or **illness** of a **key person** is directly or indirectly caused by or results from:
 - a. any emotional or psychiatric disorder or condition;
 - b. the **key person** taking or using drugs or controlled substances (other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the **key person**);
 - c. the **key 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 **you** or the **key person**;
 - e. pregnancy or any condition connected with pregnancy or childbirth; or
 - f. any physical defect, infirmity or medical condition known to the **key person** at the inception date of this **policy**, unless the defect, infirmity or condition has been without the need for any medical advice or medical treatment during the 24-month period preceding that **key person** suffering the **accidental bodily injury** or contracting the **illness**.

What is not covered

We will not make any payment:

1. for any interruption to **your activities** directly or indirectly caused by, resulting from or in connection with:
 - a. **terrorism**. This does not apply to the cover under **What is covered**, Bomb threat;
 - b. any **virus** which indiscriminately replicates itself and is automatically disseminated on a global or national scale or to an identifiable class or sector of users unless created by a **hacker**;
2. if **your activities** are 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 stated in the schedule. **We** will pay for no longer than the **indemnity period** stated in the schedule against each insured item. 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:

Flexible cover	Where the schedule shows you are covered on a flexible business interruption cover basis, the most we will pay for each interruption is the amount insured shown on the schedule, which applies to the total of your loss of income , loss of gross profit , increased costs of working and additional increased costs of working combined.
Loss of income	The difference between your actual income during the indemnity period and the income it is estimated you would have earned during that period or, if this is your first trading year, the difference between your income during the indemnity period and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses you pay out of your income during the indemnity period . We will also pay for increased costs of working and alternative hire costs .
Loss of gross profit	The sum produced by applying the rate of gross profit to any reduction in income during the indemnity period plus increased costs of working and alternative hire costs less any expenses or charges which cease or are reduced.
Outstanding debts	Any of your outstanding debts which you are unable to recover following loss of your accounting records as a direct result of insured damage or insured failure .
Accountant's charges	The amount we will pay for loss of income or loss of gross profit 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.
Specified customers	The most we will pay for insured damage arising at each premises of your specified customer is the amount stated in the schedule. If your customer is not individually stated in the business interruption section of the schedule, cover may apply under What is covered , Unspecified customers. Please check your schedule to see what cover you have for insured damage at the premises of your customers.
Specified suppliers	The most we will pay for insured damage arising at each premises of your specified supplier is the amount stated in the schedule. If your supplier is not individually stated in the business interruption section of the schedule, cover may apply under What is covered , Unspecified suppliers. Please check your schedule to see what cover you have for insured damage at the premises of your suppliers.
Employees' lottery win	The most we will pay for all losses arising from one or more of your employees resigning from their posts with you as a direct consequence of their securing a win in a lottery is the amount stated in the schedule.

Cancellation and abandonment	<p>For the cover provided under What is covered, Cancellation and abandonment, we will pay the costs and expenses that you have paid or must legally pay and are unable to recover, less any savings that you are able to make which would have been incurred by you in organising the promotional event.</p> <p>We will also pay the necessary and reasonable additional expenses incurred by you with our prior agreement for the sole purpose of avoiding or reducing a loss under this additional cover, provided such expenses do not exceed the reduction in loss saved.</p> <p>You must pay the relevant excess stated in the schedule for each and every loss.</p>
Key person cover	<p>We will pay the expense you incur up to the amount stated in the schedule.</p> <p>If a key person is suffering from temporary disablement, we will pay only for the period of that key person's disablement and we will consider the key person to have made a recovery when he or she is able to engage in and perform the major duties of his or her role for you.</p>
Business trends	<p>Provided that you advise us of your estimated annual income, or estimated annual gross profit if applicable, at the beginning of each period of insurance, the amount insured will automatically be increased to reflect any special circumstances or business trends affecting your activities, either before or after the loss. The amount that we will pay will reflect as near as possible the result that would have been achieved if the insured damage had not occurred.</p> <p>Your schedule will show if business trends cover applies and the additional percentage amount.</p>
Under insurance	<p>If, at the time of insured damage, insured failure or restriction, we establish that:</p> <ol style="list-style-type: none"> 1. the annualised amount insured; or 2. the annualised declared amount, where you are covered on a first loss limit basis; <p>does not represent your actual income or your actual gross profit during the 12 months immediately preceding the date of the insured damage, insured failure or restriction, we will reduce the amount we pay in the proportion that the premium you have paid bears to the premium we would have charged you if you had declared your actual income or your actual gross profit.</p> <p>We will only apply this calculation if:</p> <ol style="list-style-type: none"> 1. we establish that the annualised amount insured is less than 85% of your actual income or your actual gross profit during the 12 months immediately preceding the start of the period of insurance; and 2. we establish that your failure to declare your actual income or your actual gross profit was not deliberate or reckless and was a breach of your obligation to make a fair presentation of the risk to us before the start of the period of insurance. <p>This remedy may apply in addition to General condition 2. b.ii. If your failure to declare your actual income or your actual gross profit was deliberate or reckless, the remedy under General condition 2.a. will apply.</p> <p>We will not apply a reduction for under insurance where the schedule shows either the amount insured or the indemnity period as 'unlimited'.</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 or event which might prevent or hinder you from carrying on your activities.</p>
Cancellation and abandonment	<p>For the postponement, abandonment, cancellation or relocation of any promotional event for your activities you must take reasonable steps to prevent or mitigate any loss including, but not limited to taking reasonable steps to:</p> <ol style="list-style-type: none"> a. ensure that there is an agreement evidenced in writing between you and any third-party engaged by you for the promotional event; b. rearranging a cancelled or abandoned promotional event; and c. ensure that any property to be used at the promotional event arrives in good time.

If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Property insurance

Where the **damage** involves property **you** own or are legally responsible for, **we** will not make any payment unless **you** have property insurance in force covering the **damage** and payment has been made, or liability admitted, under that insurance for the **damage**.

Accounts records

You must keep a record of all amounts owed to **you** and keep a copy of the record away from the **insured premises**. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Backing-up electronic data

You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the location where the electronic data is normally held. If **you** do not, **we** may reduce any payment **we** make under **What is covered**, Cyber-attack by an amount equal to the detriment **we** have suffered as a result.

Property – money

Policy wording

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

Please read the schedule to see whether **money** is insured whilst at each of the locations shown below.

Special definitions for this section

Excluded location Any location individually stated under Excluded locations in the Property – money section of the schedule.

What is covered

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

1. in any **specified or unspecified insured premises** while open for operation or in a locked safe;
2. in any **specified or unspecified insured premises** while not open for operation and not in a locked safe;
3. at the home of any partner, director, trustee, committee member, employee or volunteer of **yours** in the **United Kingdom**;
4. in transit within the **geographical limits** by road, rail, water, air or in person, including while being loaded, unloaded and temporarily housed overnight away from the **specified or unspecified insured premises** in the course of transit;
5. at any location within the **geographical limits** where **you** are attending a promotional event or exhibition in connection with **your** activities;
6. at any location within the **geographical limits** where **you** have a contract to carry out **your** activities;
7. at any other location within the **geographical limits**;
8. at any location individually stated in the Property – money section of the schedule.
If **we** provide such cover, **we** will not cover **you** under **What is covered**, 1. to 7. above.

Additional cover

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

Personal assault following robbery or attempted robbery

Compensation as stated in the schedule if any director, partner, trustee, committee member, employee or volunteer of **yours** is physically injured in the course of **your** activities in a robbery or attempted robbery within the **geographical limits** occurring during the **period of insurance** and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the **period of insurance**.

What is not covered

We will not make any payment for:

1. **damage** caused by wear and tear, rot, fungus, mould, vermin or infestation, or any gradually operating cause.
2. **damage** caused by theft from any **unattended vehicle** unless the **money** is completely hidden within the storage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer are fully operational.
3. **damage to money** at any **excluded location**.
4. unexplained loss or disappearance or inventory shortage.
5. loss due to clerical or accounting errors.
6. loss by fraud or dishonesty, other than the direct physical theft of **money**.
7. loss arising from any electronic funds or account balances.
8. consequential or indirect losses of any kind.
9. **war, confiscation and nuclear risks**.
10. 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.

11. the amount of the **excess**.

How much we will pay

We will pay up to the **amount insured** stated in the schedule unless limited below or in the schedule. Only one **amount insured** shall be payable for each incidence of **damage**.

Personal assault following robbery or attempted robbery

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

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 or relevant local authority, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.

Money in transit

You must ensure that cash, bank and currency notes in transit with a total value:

- a. between £2,000 and £6,000 is carried by at least two able-bodied adults;
- b. between £6,000 and £10,000 is carried by at least three able-bodied adults;
- c. in excess of £10,000 is carried by a Security Industry Authority approved cash and valuables in transit company.

Please check the **policy** schedule to see what cover **you** have for **money** as it may be lower than the above limits.

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

Cyber and data insurance

Policy wording

Please read the schedule to see whether you are covered by this section for Your own losses, Claims and investigations against you, Financial crime and fraud or Property damage.

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

Special definitions for this section

Additional business expenses	The reasonable and necessary additional costs incurred as a direct result of a cyber attack , but not including any normal overhead costs, general business expenses, salaries or wages incurred by you or any other person or entity entitled to coverage under this section.
Additional increased costs of working	The reasonable and necessary additional costs and expenses, not including the costs of reconstitution of data, incurred by you with our prior written agreement in order to continue your business or minimise your loss of income during the indemnity period and not limited to the reduction in income saved.
Advertising	Advertising, publicity or promotion in or of your products or services.
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule. For the purposes of privacy investigations and investigations, 'applicable courts' shall mean the countries stated as the applicable courts in the schedule.
Breach	The unauthorised acquisition, access, use or disclosure of, or the loss or theft of, personal data or confidential corporate information.
Breach costs	<p>The reasonable and necessary costs incurred by you with our prior written agreement in direct response to an actual or suspected breach, including but not limited to:</p> <ol style="list-style-type: none">1. legal costs to:<ol style="list-style-type: none">a. provide advice to you in connection with your investigation of a breach;b. assist with the preparation of notifications to any regulator and affected data subjects; andc. determine and pursue any indemnity under a written agreement with a third-party;2. breach forensic costs;3. costs incurred to notify:<ol style="list-style-type: none">a. each affected data subject of the breach; andb. any regulatory body, including but not limited to the Information Commissioner's Office, of the breach;where you are required by any law or regulation to do so or where you do so voluntarily;4. costs you incur to use a third-party call centre to answer enquiries from affected data subjects following notification of the breach to such data subjects;5. credit monitoring costs; and6. costs to monitor the dark web for the appearance of any information accessed in the course of a breach; <p>but not including any overhead costs, general business expenses, salaries or wages incurred by you or any other person or entity entitled to coverage under this section.</p>

Breach forensic costs	<p>Costs you incur for:</p> <ol style="list-style-type: none"> 1. computer forensic analysis conducted by outside forensic experts to: <ol style="list-style-type: none"> a. confirm whether or not a breach has occurred; b. identify any affected data subjects; and c. stop or contain the breach; and 2. outside legal fees necessary for the preservation of the lawyer-client privilege of forensic reports and findings.
Claim	<p>Any written demand or civil, criminal, regulatory or arbitration proceeding or any assertion of liability or any written demand for financial compensation or injunctive relief first made against you within the applicable courts.</p>
Computer system	<p>Any programs, computer network, hardware, software, information technology or communications system, including any email system, intranet, extranet or website.</p>
Credit monitoring costs	<p>The reasonable and necessary costs incurred by you with our prior written agreement to provide credit monitoring services or other credit protection services to each affected data subject.</p>
Cyber attack	<p>Any digital attack designed to disrupt access to or the operation of a computer system, including but not limited to any:</p> <ol style="list-style-type: none"> 1. malicious search engine optimisation; 2. malicious clicking on any pay-per-click links; 3. crypto-jacking; or 4. denial of service attack or distributed denial of service attack.
Cyber ransom losses	<p>Following an illegal threat:</p> <ol style="list-style-type: none"> 1. the reasonable and necessary fees of our appointed consultant, incurred by you with our prior written agreement, for advising you on the handling and negotiation of the ransom demand; 2. the cost of any ransom demand from the third-party or, if the demand is for goods or services, their market value at the time of the surrender; and 3. the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.
Data asset	<p>Any electronic data or software.</p>
Data recovery costs	<p>The reasonable and necessary costs and expenses incurred with our prior written agreement to regain access to your data asset, or to replace, restore or repair your data asset from back-ups, originals, or other sources.</p> <p>This does not include:</p> <ol style="list-style-type: none"> 1. costs incurred after it has been established that your data asset cannot be replaced, restored or repaired, or access to it cannot be regained; 2. the economic value of your data asset, including the value of any trade secrets; 3. costs to restore, update, or replace your data asset to a level beyond that which existed prior to the event, unless your data asset can only be replaced, restored or repaired by purchasing a newer equivalent; or 4. costs to research or develop your data asset or to recreate, gather or assemble facts, concepts or information needed to reproduce your data asset.
Data subject	<p>Any natural person who is the subject of personal data.</p>

Defence costs	The reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim .
Dependent business	Any individual or entity that provides you with outsourced business processes or information technology services pursuant to a written contract.
Employee	Any individual performing employment duties solely on your behalf in the ordinary course of your business and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform such duties. This does not include you or your sub-contractors or outsourcers.
Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of your computer system or your data asset held by you or on your behalf.
Illegal threat	Any threat from a third-party, including an employee but not you , to: <ol style="list-style-type: none"> 1. damage, destroy or corrupt your computer system, a data asset you hold electronically or any data for which you are responsible, including by specifically introducing a virus; or 2. disseminate, divulge or use any electronically held commercial or personal information which: <ol style="list-style-type: none"> a. you are responsible for; and b. will cause commercial harm if made public, following any unauthorised external electronic access by that third-party; or 3. carry out a cyber attack against you. 4. not withdraw from doing anything in 1. to 3. above.
Income	The total income of your business , less any savings resulting from the reduced costs and expenses.
Increased costs of working	The reasonable and necessary costs and expenses incurred by you for the sole purpose of minimising the reduction in income during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period, in months, beginning at the date the interruption to your business commences and lasting for the period during which your income is affected as a result of such interruption, but for no longer than the number of months shown in the schedule.
Information technology services	Computer and electronic technology services, including but not limited to cloud computing and other hosted computer resources. However, this does not include any internet service provider or telecommunications provider.
Insured equipment	Any property shown on the schedule that forms part of your computer system used for your business , including but not limited to computers, servers, telephones, smartphones, tablets, televisions, printers, scanners, cameras, sensors, smart speakers and other internet connected devices.
Insured person	Any natural person who is, or during the period of insurance becomes, a statutory director, partner or officer of you .
Loss	Any financial harm caused to your business .
Money	Cash, coin, bank and currency notes, bullion, funds, cheques, registered cheques, travellers' cheques, postal orders, bank drafts, money orders or any electronic, digital, online or cryptocurrency.
Operational error	Any negligent act, error or omission by an employee or supplier of yours in the: <ol style="list-style-type: none"> 1. creation, handling, entry, modification or maintenance of any data asset; or

2. on-going operation, maintenance (including but not limited to installation, upgrading or patching), and development of **your computer system**.

Outsourced business processes	Services supporting the operation of your business functions, including but not limited to human resources, call centre, and fulfilment services. This does not include the provision of products or services as part of your supply chain.
PCI charges	Any charges, fines, penalties, levies, costs, recertification costs, expenses, assessments, contractual damages or imposition of liabilities of any nature arising as a direct result of your failure to comply with PCI DSS due to a breach , including any sums in relation to card reissuance or fraudulent transactions.
PCI DSS	Payment Card Industry Data Security Standard or any similar or successor standard or regime.
Personal data	Any individually identifiable information about a data subject , including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.
Privacy forensic costs	The reasonable and necessary costs incurred by you with our prior written agreement for forensic services conducted by outside forensic experts to assist in the defence of a claim .
Privacy investigation	Any official examination, official inquiry or official investigation based on the same circumstances as any breach or claim under What is covered, B. Claims and investigations against you , Privacy liability 1. a., b., or d., conducted by any regulator, government department or other legally empowered body within the applicable courts .
Privacy investigation costs	The reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a privacy investigation or an investigation for any actual or alleged breach of the Data Protection Act 2018 or General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.
Property	Tangible property.
Public relations costs	The reasonable costs incurred with our prior written agreement: <ol style="list-style-type: none">1. for a public relations or crisis management consultant to assist you in re-establishing your business reputation and to respond to media reports, including the development and communication of a strategy to repair your reputation;2. to issue statements via email or your website and social media accounts, including managing and monitoring your social media sites; and3. for any other reasonable and proportionate measures taken to protect or re-establish the reputation of your business.
Regulatory award	Following a privacy investigation , any civil or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages, including but not limited to those imposed by any national, federal, state or local governmental body or any licensing organisation, if insurable in the jurisdiction where such award was first ordered, but not including PCI charges .
Securities	Negotiable and non-negotiable instruments or contracts, in physical or electronic form, which represent money or property .
Security failure	Any failure by you or by others on your behalf (including but not limited to your sub-contractors and outsourcers) in securing your computer system against unauthorised electronic access or use.
Social engineering communication	Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of money , securities or property that such person or third-party is not entitled to, where such person improperly:

1. impersonates or claims to be another person who would be lawfully entitled to possession of or access to, or to authorise transactions in respect of, such **money, securities or property** had they made such a request; or
2. assumes the identity of another person who **you** or someone on **your** behalf reasonably believes exists and would be lawfully entitled to possession of or access to such **money, securities or property** had they existed and made such request.

Subsidiary

An entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar:

1. that has been identified in the presentation of the risk for this **policy** and of which **you** own more than 50% of the book value of the assets or of the outstanding voting rights on the first day of the **period of insurance**; or
2. which **you** acquire during the **period of insurance**:
 - a. where the turnover at the date of acquisition is less than 10% of **your** existing turnover;
 - b. where the acquired entity's business is the same as **yours**; and
 - c. which has not suffered any loss or been subject to any claim with a value greater than the **excess**, which would have been covered under this section of the **policy**.

Time excess

The period shown in the schedule as the time excess, being the period immediately following an interruption during which no cover is provided under **What is covered, A. Your own losses, e. Business interruption losses, f. Reputation protection, Operational error or Dependent business interruption**.

You/your

Also includes:

1. any person who was, is or during the **period of insurance** becomes **your** partner, director, trustee, in-house counsel or senior manager in actual control of **your** operations; and
2. any **subsidiary** including any person who was, is or during the **period of insurance** becomes a partner, director, trustee, in-house counsel or senior manager of any **subsidiary** in actual control of its operations.

What is covered

A. Your own losses

If during the **period of insurance**, and in the course of **your business or advertising, you** discover or reasonably suspect any:

1. **breach**;
2. **security failure**;
3. **illegal threat**; or
4. **cyber attack** against **you**;

we will pay:

Breach costs

a. **breach costs**;

Cyber ransom losses

b. **cyber ransom losses**;

Cyber attack losses

c. **additional business expenses**, including but not limited to:

- i. the increased cost of power;
- ii. the increased cost of internet usage;
- iii. the reasonable and necessary costs to restore **your** search engine rating; and
- iv. the cost of any malicious pay-per-click clicks, suffered or incurred by **you** as a direct result of a **cyber attack**;

Data recovery costs	d. data recovery costs;
Business interruption losses	e. your: <ol style="list-style-type: none"> i. loss of income; ii. increased costs of working; and iii. additional increased costs of working, where shown on the schedule; resulting solely and directly from a partial or total interruption to your business commencing during the period of insurance and lasting longer than the time excess;
Reputation protection	f. <ol style="list-style-type: none"> i. public relations costs; and ii. your loss of income and any increased costs of working resulting solely and directly from the damage to your reputation; and
Key person cover	g. the reasonable and necessary costs incurred by you with our prior written agreement to engage a consultant to: <ol style="list-style-type: none"> i. undertake the day-to-day work of a senior manager or director to the extent that such individual is unable to fulfil his or her usual responsibilities as a direct result of their time being diverted to the management of a covered breach, security failure, illegal threat or cyber attack; or ii. manage your response to a covered breach, security failure, illegal threat or cyber attack, to enable a senior manager or director to fulfil his or her usual responsibilities.
Breach by suppliers	We will indemnify you against any loss falling within the scope of What is covered, A. Your own losses , which arises as a result of any breach directly caused by a supplier of yours . The following covers are also provided where shown in the schedule:
Operational error	If you suffer an interruption to your business , which commences during the period of insurance and lasts longer than the time excess , and which is caused by an operational error , we will indemnify you against any: <ol style="list-style-type: none"> 1. loss of income; 2. increased costs of working; 3. additional increased costs of working, where shown on the schedule; 4. data recovery costs; and 5. public relations costs; resulting solely and directly from such operational error .
Dependent business interruption	If you suffer an interruption to your business , which commences during the period of insurance and lasts longer than the time excess , and which is caused by a dependent business suffering a security failure or cyber attack , we will indemnify you against any: <ol style="list-style-type: none"> 1. loss of income; 2. increased costs of working; 3. additional increased costs of working, where shown on the schedule; 4. data recovery costs; and 5. public relations costs; resulting solely and directly from such security failure or cyber attack . For the purposes of this cover, the dependent business shall be treated as 'you' for the purposes of the definition of security failure .
B. Claims and investigations against you	If during the period of insurance , and in the course of your business or advertising within the geographical limits :
Privacy liability	1. any party brings a claim against you for any actual or alleged:

- a. breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for **personal data**;
 - b. breach of duty to maintain the security or confidentiality of **personal data**;
 - c. breach of any duty of confidence, including in respect of any commercial information; or
 - d. breach of any contractual duty to maintain the security or confidentiality of **personal data**, including under a payment card processing agreement with any bank or payment processor or under **your** public facing privacy policy;
- Privacy investigations 2. **you** are the subject of a **privacy investigation**;
- GDPR investigations 3. **you** are the subject of an official examination, official inquiry or official investigation based on any actual or suspected breach of the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation;
- PCI liability 4. any party brings a **claim** against **you** for any actual or alleged breach of **PCI DSS**;
- Online liability 5. any party brings a **claim** against **you** for any actual or alleged:
 - a. infringement of any intellectual property rights;
 - b. defamation, including but not limited to libel, slander, trade libel, product disparagement or malicious falsehood; or
 - c. breach of any licence;
which directly arises from the content of **your** email, business social media accounts, intranet, extranet or website, including alterations or additions made by a **hacker**; or
- Network security and personal data events 6. any party brings a **claim** against **you** for any actual or alleged:
 - a. transmission of a **virus**;
 - b. denial of service attack against a third party;
 - c. unauthorised acquisition, access, use, or disclosure of **personal data** or confidential corporate information that is held or transmitted in any form; or
 - d. prevention of authorised electronic access to any **computer system, personal data** or confidential corporate information;

we will pay:

- a. the amount agreed by **you** and **us** through good faith negotiation, mediation or some other form of alternative dispute resolution to settle the **claim** or the amount to satisfy a judgment or arbitration award against **you**, including any judgment or award ordering **you** to pay claimants' lawyers' fees and costs;
- b. any **regulatory award**;
- c. **PCI charges**;
- d. **privacy forensic costs** and **privacy investigation costs**; and
- e. **defence costs**, but **we** will not pay costs for any part of a **claim, privacy investigation** or investigation not covered by this section.

C. Financial crime and fraud If during the **period of insurance**, and in the course of **your business** within the **geographical limits**, **you** discover a **loss** directly from:

- Electronic theft 1. the criminal taking or misappropriation by electronic means of **money, securities, or property** belonging to **you**;
- Telephone toll fraud 2. the unauthorised and criminal use by someone, other than **you** or an **employee**, operating outside of premises used for **your business**, of any telephone lines used by **you**, including but not limited to fixed line, voice over internet protocol and mobile;

Social engineering	3. the transfer by you of your money, securities or property in direct response to a social engineering communication ;
Client social engineering loss	4. a client transferring money, securities or property , which you were entitled to receive, to a third-party in direct response to a social engineering communication purportedly sent from your computer system as a direct result of a hacker . For the purposes of this cover: a. the client shall be treated as 'you' for the purposes of the definition of social engineering communication ; and b. the definition of hacker does not include any of your employees , sub-contractors or outsourcers.
Fraudulent use of your electronic identity	5. the fraudulent or dishonest use of the electronic identity of your business , including but not limited to: a. the obtaining of credit in your name; b. the electronic signing of any contract; c. the creation or use of a website designed to copy or imitate that of your business ; or d. the use by a third-party of your digital or electronic identity; we will pay: a. the value or amount of any taken or misappropriated money, securities or property or, in the case of telephone toll fraud, the cost to you of the fraudulent calls; b. the reasonable and necessary costs incurred with our prior written agreement to extricate your business from any contract or arrangement entered into through such fraudulent or dishonest use of the electronic identity of your business ; and c. public relations costs .
D. Property damage	If during the period of insurance and in the course of your business , any insured equipment is rendered unusable as a direct result of a security failure, cyber attack against you, hacker or transmission of a virus, we will cover the costs of repairing or replacing the unusable part.
E. Additional covers	The following additional covers are provided up to the corresponding limit of indemnity shown on the schedule.
Repeat event mitigation	Following any payment under What is covered A. to C. above, we will pay the reasonable and necessary costs and expenses incurred by you with our prior agreement to: 1. upgrade existing hardware or software forming part of your computer system ; and 2. obtain risk management advice, which is necessary to prevent or minimise the chance of a reoccurrence of the event that gave rise to the payment under this section.
Directors' personal cover	If: 1. any insured person suffers a direct financial loss; or 2. a claim is brought against an insured person ; in their personal capacity but which would have been covered under this section if the same claim had been brought against you or if you had suffered the same loss, we will cover the insured person under this section as if they were you .
Court attendance compensation	If any individual within the definition of you or any employee , has to attend court as a witness in connection with a claim against you covered under this section, we will pay you the amount stated in the schedule as compensation for each day or part of a day that their attendance is required by us .

What is not covered	A. We will not make any payment for any claim, loss or any other liability under this section directly or indirectly due to:
Breach of professional duty	1. any claim under What is covered, B. Claims and investigations against you, 1. Privacy liability arising from the provision by you of any professional advice or services, other than where the claim arises out of the activities of a hacker .
Infrastructure failure	2. any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider. However, this exclusion does not apply where you provide such services as part of your business .
Intellectual property	3. any actual or alleged infringement, use or misappropriation of any intellectual property, including but not limited to patent, trade secret, copyright, trademark, trade dress, service mark, service name, title or slogan, or any publicity rights violations, cybersquatting violations, moral rights violations, or any act of passing-off. However, this exclusion does not apply to any otherwise covered claim : <ul style="list-style-type: none"> a. arising directly due to a breach by a third party; b. arising directly due to a security failure; or c. under What is covered, B. Claims and investigations against you, 5. Online liability.
Hack by director or partner	4. any individual hacker within the definition of you .
Destruction of tangible property	5. any loss, theft, damage, destruction or loss of use of any property . However, this does not apply to any: <ul style="list-style-type: none"> a. breach, which is itself caused by the loss or theft of data; or b. damage covered under What is covered, D. Property damage.
Bodily injury	6. any death or bodily injury or disease suffered or alleged to be suffered by anyone. However, this exclusion does not apply to any part of a claim seeking damages for mental anguish or distress where such damages solely stem from a covered claim for defamation or breach of privacy.
System degradation or performance	7. any: <ul style="list-style-type: none"> a. degradation, deterioration or reduction in performance of your computer system caused gradually or as a result of the recommended use or your ordinary use of the system; or b. loss of, reduction in or loss of use of bandwidth, unless caused by an identifiable malicious act; including where caused by increased use of the computer system or by steps taken by you to upgrade the system. However, this exclusion does not apply to any covered loss under What is covered, A. Your own losses , Operational error.
Outdated systems	8. the use by you of any software or systems that are unsupported by the developer.
Seizure and confiscation	9. any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority, or any order by such authority to take down, deactivate or block access to your computer system .
Damage to property caused by terrorism	10. damage to property caused by terrorism . This exclusion only applies to the cover under What is covered, D. Property damage .
War	11. war .
Nuclear risks	12. nuclear risks .
Insolvency	13. your insolvency or the insolvency of your suppliers, sub-contractors and outsourcers.

- Pre-existing problems 14. anything likely to lead to a **claim, loss** or other liability under this section, which **you** knew or ought reasonably to have known about before **we** agreed to insure **you**.
- Dishonest and criminal acts 15. any:
- a. fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business, or any knowing or wilful violation of a law, whether committed by **you** or committed by another whose conduct or violation of the law **you** have ratified or actively condoned; or
 - b. act **you** knew, or reasonably ought to have known at the time **you** performed it, would give rise to a **claim, loss** or any other liability under this section. This includes any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
- However, this exclusion will not apply unless:
- i. such conduct, violation of the law or act has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding;
 - ii. such conduct, violation of the law or act has been established by **your** admission in a proceeding or otherwise; or
 - iii. **you** or **we** discover evidence of such conduct, violation of the law or act;
- at which time **you** shall reimburse **us** for all payments made by **us** in connection with such conduct, violation of the law or act and all of **our** duties in respect of that **claim, loss** or other liability under this section shall cease.
- Reckless conduct 16. any conduct committed by **you** in reckless disregard of **your** or another person's or business' rights or **your business** interests.
- This exclusion does not apply to a covered **claim** for defamation. However, **we** will not in any event make any payment for any **claim** for defamation arising from any statement **you** knew, or ought reasonably to have known:
- a. was defamatory at the time of publication; and
 - i. was untrue; or
 - ii. could not reasonably be proved by **you** to be true.
- Personal social media 17. any post from a social media account that does not belong to **your business**.
- Fraudulent use of your electronic identity 18. the fraudulent or dishonest use of the electronic identity of **your business**. However, this exclusion does not apply to:
- a. any covered **claim** or **loss** under **What is covered, C. Financial crime and fraud**; or
 - b. any **claim** under **What is covered, B. Claims and investigations against you** arising as a direct result of a **hacker**.
- Natural perils 19. fire, flood, storm, lightning, frost, explosion or extremes of weather or temperature. However, this exclusion does not apply to any **claim, loss** or any other liability arising directly from a **breach**, which is itself caused by such natural peril.
- B. **We** will not make any payment for:
- Claims brought by a related party 1. any **claim** brought by any person or entity within the definition of **you** or any party with a financial, executive or managerial interest in **you**, including any parent company or any party in which **you** have a financial, executive or managerial interest.
- However, this exclusion does not apply to a **claim** based on a liability to an independent third-party directly arising out of **your business**.
- Online liability claims by employees 2. any **claim** under **What is covered, B. Claims and investigations against you, 5**. Online liability made by any person or entity that **you** currently employ or engage, or formerly employed or engaged, including but not limited to **employees**, sub-contractors and outsourcers.

Fines, penalties and sanctions	<p>3. criminal, civil or regulatory sanctions, fines, penalties, disgorgement of profits, punitive damages, exemplary damages, treble damages or multiple damages which you are legally obliged to pay, including but not limited to those imposed by any national or local governmental body or any licensing organisation.</p> <p>However, this exclusion does not apply to:</p> <ol style="list-style-type: none"> a. PCI charges; or b. regulatory awards.
Claims outside the applicable courts	<p>4. any claim, privacy investigation or investigation brought or commenced outside the applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Non-specific investigations	<p>5. any privacy investigation or investigation arising from any routine regulatory supervision, inquiry or compliance review, any internal investigation or any investigation into the activities of your industry which is not solely related to any actual or alleged breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data by you.</p>

How much we will pay

We will pay up to the overall limit of indemnity shown in the schedule for the total of all claims under each section or sections within **What is covered**, including all costs and expenses, unless limited below or otherwise in the schedule.

The amount **we** pay for a particular type of **claim** or **loss** may be further limited in the schedule.

Excess

You must:

1. pay the relevant **excess** shown in the schedule; and
2. bear any loss or expense suffered during the **time excess** in respect of each covered:
 - a. partial or total interruption to **your business**;
 - b. **loss** under **What is covered, A. Your own losses**, Operational error, Dependent business interruption or Reputation protection f.ii.

The **excess** shown in the schedule is not payable in respect of any **loss** in respect of which **you** have borne the **time excess**.

72-hour excess waiver

If **you** notify **us** within 72 hours of **your** first awareness of any actual or reasonably suspected **breach**, the **excess** will not apply against any **losses** suffered as a result of the **breach**. This waiver does not apply to any **time excess**.

Overheads and business expenses

Any amounts to be paid by **us** shall not include or be calculated based on any of **your** overhead expenses, **your** liability for debt, taxes, lost costs or profits, salaries or wages ordinarily incurred in the performance of **your business**, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving **your** security or performing audits. However, this does not apply to any costs or expenses covered under **What is covered, E. Additional covers**, Repeat event mitigation or **What is covered, A. Your own losses**, c. Cyber attack losses.

Damage to your insured equipment

For physical damage to **insured equipment** covered under **What is covered, D. Property damage**, at **our** option **we** will cover the costs of repairing or replacing the unusable part, not including any **data recovery costs**.

Business interruption

Following a covered interruption, or a covered **loss** under **What is covered, A. Your own losses**, f. Reputation protection, Operational error or Dependent business interruption, **we** will pay the difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the interruption or **loss**, less any savings resulting from the reduced

costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working**.

Repeat event mitigation	<p>The most we will pay under What is covered, E. Additional covers, Repeat event mitigation is 10% of the amount of the corresponding claim, loss or liability, or the amount shown on the schedule, whichever is lower.</p> <p>For the costs of upgrading software covered under What is covered, E. Additional covers, Repeat event mitigation, where any such upgrade requires the purchase of a software license, the most we will pay is the cost of a license for 12 months.</p> <p>Any amount we pay under What is covered, E. Additional covers, Repeat event mitigation, is included within and not in addition to the corresponding limit of indemnity for the event that gave rise to the payment of such mitigation costs.</p>
Directors' personal cover	<p>Any amount we pay under What is covered, E. Additional covers, Directors' personal cover, is included within and not in addition to the overall limit of indemnity for the section within What is covered under which the claim or loss would have been covered if it were brought against, or suffered by, you.</p>
Non-sterling losses	<p>All sums payable under this section of the policy will be paid in Pounds Sterling. Where any amount under this policy has been suffered or incurred in a different currency, we will calculate the amount of our payment by reference to the relevant exchange rate on the day the loss was suffered or the cost or expense incurred. For the purposes of calculating such amounts, where listed, we will use the exchange rate published in the Financial Times on the day the loss was suffered or the cost or expense incurred (or the next day on which the Financial Times is published if it is not published on the day in question).</p>

Control of defence

Defence arrangements	<p>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, privacy investigation, investigation or loss. If we think it necessary we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim, privacy investigation, investigation or loss.</p> <p>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.</p> <p>We will not pay any costs or expenses for any part of any claim, loss or any other liability not covered by this section.</p>
Paying out the limit of indemnity	<p>At any stage of a claim, loss or other liability under this section, we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay covered costs and expenses already incurred at the date of our payment. We will then have no further liability for that claim, loss or liability, including any costs or expenses.</p>

Your obligations

If a problem arises	<ol style="list-style-type: none"><p>We will not make any payment under this section unless you notify us promptly within the period of insurance, or at the latest within 14 days after it expires for any problem you first become aware of in the seven days before expiry, of your first awareness of:</p><ol style="list-style-type: none">any claim, loss or other liability under this section; oranything which is likely to give rise to a claim, loss or other liability under this section.<p>If we accept your notification we will regard such claim, loss or other liability as notified to this insurance.</p>
Cyber extortion	<ol style="list-style-type: none"><p>We will not make any payment under What is covered, A. Your own losses, b. Cyber ransom losses unless:</p><ol style="list-style-type: none">the ransom was paid, or the goods or services were surrendered, under duress;

- b. before agreeing to the payment of the ransom or the surrender of goods or services, **you** made all reasonable efforts to determine that the **illegal threat** was genuine and not a hoax;
- c. an individual within the definition of **you** agreed to the payment of the ransom or the surrender of the goods or services;
- d. **you** inform, or allow **us** to inform, the appropriate law enforcement authorities where any **illegal threat** was made; and
- e. **you** keep **us** fully informed of all developments concerning any **illegal threat** or ransom demand.

Cyber attack losses

- 3. If **you** suffer a **loss** under **What is covered, A. Your own losses**, c. Cyber attack losses, **you** must take all reasonable steps to negotiate with the supplier of any services to reduce or waive any charges relating to services that were not legitimately incurred for the purposes of **your business**. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Admissions and offers

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

Client social engineering

- 5. If **you** suffer a **loss** under **C. Financial crime and fraud**, 4. Client social engineering loss, **you** must give **us** all assistance **we** reasonably require to pursue a recovery against **your** client, in **your** name but at **our** expense.

Management liability – directors and officers' liability

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. Cover under this section is given on an each and every claim or loss basis unless otherwise specified.

Special definitions for this section

Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Bodily injury	Mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone.
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	<ol style="list-style-type: none">1. Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an insured person during the period of insurance alleging a wrongful act and seeking monetary damages or other legal relief or penalty.2. Any extradition proceeding made against an insured person during the period of insurance.
Defence costs	<ol style="list-style-type: none">1. Reasonable costs, not including any overheads, additional costs or remuneration, incurred with our prior written agreement 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.2. Emergency defence costs.
Deprivation of assets expenses	The amounts for which an insured person is contractually committed to pay for: <ol style="list-style-type: none">1. school fees for the insured person's immediate family;2. rent or mortgage payments on the insured person's principal residence, not including any mortgage overpayments;3. utilities supplied to the insured person's principal residence; and4. insurance premiums that are personal to the insured person and their immediate family.
Emergency defence costs	Reasonable and necessary costs, not including any overheads, additional costs or remuneration to investigate or defend any claim (other than an employment claim) made against an insured person , where it is not possible to obtain our prior written agreement, provided that you or the insured person notify us as soon as possible after such sums are incurred.
Emergency legal representation costs	Reasonable and necessary costs, not including any overheads, additional costs or remuneration to investigate or respond to any investigation , where it is not possible to obtain our prior written agreement, provided that you or the insured person notify us as soon as possible after such sums are incurred.
Employee	<ol style="list-style-type: none">1. Any person under a contract of service with you.2. Any independent person seconded to you.3. Any applicant or candidate for employment with you.
Employee contract benefits	Any amounts awarded to an employee in respect of: <ol style="list-style-type: none">1. remuneration, including incentives, bonus, commission, health benefits, holiday or notice pay, whether under statute or contract;2. family leave payments, including maternity pay, paternity pay, parental leave pay, shared parental leave pay or adoption pay, whether under contract or statute;3. amounts due under an employee benefit or pension scheme;4. share or stock options;5. deferred compensation; or6. equal pay or redundancy pay.

Employment claim	<p>Any claim by any employee for any actual or alleged:</p> <ol style="list-style-type: none"> 1. wrongful, unfair or constructive dismissal, discharge or termination of employment; 2. breach of written or implied contract of employment; 3. employment related misrepresentation; 4. wrongful deprivation of a career opportunity, failure to grant tenure or negligent employee evaluation; 5. harassment, unlawful discrimination or failure to provide adequate employee procedures and policies; 6. retaliation; or 7. defamation or invasion of privacy, <p>arising solely as a result of the employment or non-employment by you of such employee.</p>
Extradition proceeding	<p>Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or any similar or successor legislation in any other jurisdiction, including any associated appeals.</p>
Health and safety/ manslaughter claim	<p>Any claim under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.</p>
Health and safety/ manslaughter investigation	<p>Any investigation under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.</p>
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 251 of the Companies Act 2006 or any similar or successor legislation in any other jurisdiction. 4. Any employee of you. 5. The lawful spouse, civil or unmarried partner of any person in 1 to 4 above solely because of their spousal, civil or unmarried partner relationship following a claim or investigation against that person. 6. The estates, heirs or legal representatives of any person in 1 to 5 above who has died or become incapacitated, insolvent or bankrupt but only for a claim or investigation against that person. <p>Insured person does not include any external auditor or any liquidator, receiver, administrative receiver or other insolvency practitioner or officer of you or your assets.</p>
Investigation	<p>An official examination, official enquiry or official investigation into your business activities, or into an insured person, arising from activities performed in their capacity as an insured person, first notified as being required during the period of insurance and conducted by any regulator, government department or other body legally empowered.</p> <p>Investigation does not include any 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>
Investigation mitigation costs	<p>Reasonable and necessary costs incurred by an insured person to prevent or minimise the likelihood of an investigation or mitigate the potential consequences of an investigation which, if such steps were not taken, would be likely to result in an investigation being brought against such insured person that would be covered by this section of the policy or would be likely to increase the severity of such an investigation.</p>
Legal representation costs	<ol style="list-style-type: none"> 1. Reasonable and necessary legal costs, fees, charges and expenses, not including any overheads, additional costs or remuneration, for which you are legally liable, incurred with our prior written agreement for legal representation directly in relation to an investigation. 2. Emergency legal representation costs.
Loss	<p>In respect of a claim or investigation the amount any insured person becomes legally liable to pay, including following a settlement entered into with our written agreement, for:</p> <ol style="list-style-type: none"> 1. awards of damages, including punitive, exemplary and multiplied damages and civil fines and penalties if insurable in the jurisdiction where such award was first ordered; 2. claimants' legal costs and expenses; 3. defence costs and legal representation costs; and

4. **public relations expenses.**

Loss does not include any criminal fines or penalties, regulator's costs or expenses (including Health and Safety Executive fees for intervention or similar regulator's costs and expenses), taxes (except for personal tax liability), remuneration, **employee contract benefits**, or punitive, exemplary and multiplied damages in relation to an **employment claim**.

Outside entity

Any organisation other than **you**:

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

Outside entity does not include:

1. any company which is registered or domiciled outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar;
2. any company whose securities are traded on any stock exchange in the USA or Canada; or
3. any bank, investment company, investment advisor or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage, insurer, or any similar financial organisation or institution including any organisation regulated by the FCA, PRA or any similar regulator.

Pollution

Any actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any solid, liquid, gaseous or thermal contaminant or irritant, including, but not limited to, lead, smoke, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals or waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed), or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any such material.

Pre-investigation costs

Reasonable and necessary costs incurred by an **insured person** with **our** prior written agreement to notify a regulator, government department or other body legally empowered of any material breach, incident or event occurring within the **geographical limits** where such notice is obligatory and it is likely that a covered **investigation** will be brought as a result of the notification.

Prior and pending date

The date on which **you** first purchased directors' and officers' liability insurance that has run continuously without a break in cover. If since that date **you** have merged or consolidated with another company, or any party has acquired more than 50% of **your** issued share capital or the majority of **your** voting rights, the 'prior and pending date' will be the date of such merger, consolidation or acquisition.

Property damage

The loss, damage or destruction of any tangible property including loss of use of such property.

Public relations expenses

The reasonable and necessary costs incurred with **our** prior written agreement in utilising the services of a public relations consultant.

Securities

Any debt or equity interest in **you**.

Subsidiary

Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar 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** or **investigation** against an **insured person** arising from any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place before it ceased to be a **subsidiary**.

Wrongful act

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 solely in their capacity as a director, partner, member, officer or **employee** of:

1. **you**; or
 2. for the purposes of the cover in **What is covered**, Outside entity, an **outside entity**, including:
 - a. breach of any duty, including fiduciary or statutory duty, breach of confidence or data loss;
-

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

You/your

Also includes any **subsidiary**:

- 1. existing at the start of the **period of insurance**;
- 2. created or acquired during the **period of insurance** provided that the newly created or acquired **subsidiary** does not trade any of its securities on any stock exchange.

What is covered

1. Claims against an insured person

Losses including defence costs

Health and safety/
manslaughter

Pension or employee
benefit schemes

Pollution

Employment claims

Outside entity

Cyber and data

Bodily injury and
property damage

Defence costs only

Bodily injury and
property damage

Emergency defence costs

2. Investigations

Losses including legal

- a. **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**, including any:
 - i. **health and safety/ manslaughter claim**;
 - ii. **claim** arising from an **insured person's** operation or administration of any pension or employee benefit scheme or trust fund of **yours**;
 - iii. **claim** arising from **pollution**;
 - iv. **employment claim**. This cover does not apply if the **insured person** is covered under the **Management liability – employment practices liability** section of this **policy**;
 - v. **claim** arising directly from any activity performed by an **insured person** in their capacity as a director or officer of an **outside entity**, provided that the **insured person** acts in that capacity at **your** specific written request. However, **we** will only pay in excess of any indemnity provided by the **outside entity** to its directors, partners, members or officers or any other insurance available to such individuals for such **claim**;
 - vi. **claim** arising from the misuse of data or any computer hardware or software, including a breach of the Data Protection Act 1998 or any similar or successor legislation;
 - vii. **claim** for **bodily injury** or **property damage**, other than any **claim** brought by or on behalf of any party who:
 - a. suffered the **bodily injury**; or
 - b. owns or is legally responsible for the tangible property that suffered such **property damage**.
- b. **We** will pay on behalf of any **insured person** the **defence costs** only arising from a **claim** for any **wrongful act** within the **geographical limits**:

for any **claim** brought by or on behalf of any party who:

 - i. suffered the **bodily injury**; or
 - ii. owns or is legally responsible for the tangible property that suffered such **property damage**.
- c. **We** will pay **emergency defence costs** in relation to a covered **claim**.
- a. **We** will pay on behalf of any **insured person** the **loss** arising from an **investigation** arising from any **wrongful act**, act, incident or occurrence performed, taking place, or

representation costs	alleged to have taken place within the geographical limits , including any:
Health and safety/ manslaughter	i. health and safety/ manslaughter investigation ;
Pension or employee benefit schemes	ii. investigation arising from an insured person 's operation or administration of any pension or employee benefit scheme or trust fund of yours ;
Pollution	iii. investigation arising from pollution ;
Outside entity	iv. investigation arising directly from any activity performed by an insured person in their capacity as a director or officer of an outside entity , provided that the insured person acts in that capacity at your specific written request. However, we will only pay in excess of any indemnity provided by the outside entity to its directors or officers or any other insurance available to such individuals for such investigation ;
Cyber and data	v. investigation arising from the misuse of data or any computer hardware or software, including a breach of the Data Protection Act 1998 or any similar or successor legislation;
Bodily injury and property damage	vi. investigation arising from bodily injury or property damage .
Investigation mitigation costs	b. We will also pay investigation mitigation costs in relation to a covered investigation , provided that: <ul style="list-style-type: none"> i. where reasonably possible, the insured person must obtain our prior written agreement before incurring such costs. Where it is not possible to obtain our written agreement, the insured person must notify us as soon as possible after such sums are incurred; and ii. we will not pay for the costs incurred in dealing with routine business, regulatory, legal, compliance or other matters, which could lead to an investigation if not complied with. <p>We will not make any payment for any part of an investigation not covered by this section.</p>
Pre-investigation costs	c. We will pay pre-investigation costs in relation to a covered investigation .
Emergency legal representation costs	d. We will pay emergency legal representation costs in relation to a covered investigation .
3. Entity reimbursement	We will pay on your behalf the loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a covered claim or investigation . If you are permitted or obliged to provide such payment but fail to do so for any reason other than your insolvency, regardless of whether you advanced payment or indemnified an insured person for such loss , we will pay the amount of the claim or investigation less any relevant excess .
4. Additional covers	a. We will pay on behalf of any insured person : <ul style="list-style-type: none"> i. the loss arising from any extradition proceeding against any insured person during the period of insurance arising from any wrongful act, act, incident or occurrence performed, taking place or alleged to have taken place within the geographical limits; ii. their deprivation of assets expenses, if, as a direct result of a covered claim or investigation, an interim or interlocutory order: <ul style="list-style-type: none"> a. confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of an insured person; or b. creating a charge over real property or the personal assets of the insured person; is made, other than where the court has made an allowance for the insured person in respect of such sums; iii. public relations expenses following a covered claim or investigation to mitigate the actual or potential adverse effect on their reputation by disseminating news of a final adjudication that absolved them of any fault. The insured person must obtain our prior written agreement before incurring such costs; iv. bail costs arising from a covered claim or investigation;
Extradition proceedings	
Deprivation of assets expenses	
Public relations expenses	
Bail costs	

Personal tax liability	v. their liability occurring in the period of insurance within the geographical limits under any insolvency rules or insolvency legislation to pay your unpaid taxes following your insolvency, dissolution, administration or winding up, where such liability arises solely as a result of the insured person's status as your director, partner, member or officer;
Additional defence costs and legal representation costs	vi. additional defence costs and legal representation costs in the event that the limit of indemnity for this section is exhausted, provided that the insured person has previously not been the subject of a claim or investigation that led to the exhaustion of the limit of indemnity for this section. Where an insured person has been the subject of such a claim or investigation , any amount we will pay on behalf of that individual will be reduced by an amount equal to the amount of that claim or investigation or the part of that claim or investigation relating to such individual. We will only pay in excess of any other insurance available to such individuals.
Court attendance compensation	b. If any insured person has to attend court as a witness in connection with a claim or investigation covered under this section, we will pay you compensation for each day, or part of a day that their attendance is required by us .

What is not covered

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

Deliberate or dishonest acts	1. against or suffered by an insured person based upon, attributable to or arising out of: <ol style="list-style-type: none"> a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation; b. an act intended to secure or which does secure a personal profit or advantage to which the individual concerned was not legally entitled; c. an act intended to secure or which does secure a profit for any other company or entity to which that company or entity was not legally entitled, <p>where such act or omission was committed or condoned by that insured person.</p> <p>These exclusions will only apply after a judgment or other final adjudication or an admission by the insured person that such act or omission did occur. In the event of such finding or admission, the insured person must reimburse all payments made by us in relation to the corresponding claim, loss or investigation.</p>
Prior claims and litigation	2. based upon, attributable to or arising out of: <ol style="list-style-type: none"> a. anything that has been reported to and accepted under any policy existing or expired, before the start of the period of insurance; or b. any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving an insured person, you or an outside entity, initiated before the prior and pending date.
Securities offerings	3. based upon, attributable to or arising out of any claim or investigation in relation to any actual public offering of your securities . This exclusion does not apply to a failed public offering of your securities .
Claims brought by a related party in the United States of America	4. based upon, attributable to or arising out of any claim brought or maintained by you , an outside entity or an insured person within or subject to the laws of the United States of America. This exclusion will not apply to: <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 former insured person; or f. any claim seeking a contribution or indemnity if such claim is otherwise covered by this section.
Bodily injury and property damage in relation to motor vehicles	5. for bodily injury or property damage arising from the use, ownership or possession of any motor vehicle in relation to which the insured person is obliged under any

compulsory insurance law to maintain insurance in respect of any liability.

Pollution clean-up costs	6. based upon, attributable to or arising out of any: <ol style="list-style-type: none">statutory, contractual or common law obligation you or an insured person have to clean up or remedy any pollution or contamination; orland or property being identified as contaminated land under the Environmental Protection Act 1990 or any similar or successor legislation.
Takeovers and mergers	7. based upon, attributable to or arising out of any wrongful act , act, incident or occurrence performed, taking place, or alleged to have taken, after: <ol style="list-style-type: none">you merge or consolidate with another company; orany party acquires:<ol style="list-style-type: none">more than 50% of your issued share capital;the majority of your voting rights; orthe right to appoint or remove a majority of your board of directors.
Changes to subsidiaries	8. based upon, attributable to or arising out of any wrongful act , act, incident or occurrence performed, taking place, or alleged to have taken place: <ol style="list-style-type: none">before the date of creation or acquisition by you of such subsidiary; orafter an entity ceases to be a subsidiary.
Financial advantage	9. based upon, attributable to or arising out of the gaining of any financial advantage to which the insured person was not entitled, including the repayment of any wrongfully received monies.
Defined benefit pension schemes	10. 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.
Claims outside the applicable courts	11. first brought outside the applicable courts . This exclusion also applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts .
Defence costs only	12. other than defence costs for any claim covered under What is covered, 1. Claims against an insured person, b. Defence costs only .

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 6, Premium payment which applies only to you.</p> <p>General conditions 3 and 4 shall not apply to this section.</p> <p>General condition 7. 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 or investigation against such other insured person.</p>
Severability of exclusions	<p>When determining the applicability of the exclusions within What is not covered, the wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken place of one insured person shall not be imputed onto any other insured person who neither committed nor condoned such wrongful act, act, incident or occurrence.</p>
Extended notification period	<p>If:</p> <ol style="list-style-type: none">we or you refuse to renew this section of the policy for any reason other than non-payment of premium, administration, liquidation or insolvency; oryou merge or consolidate with another entity or any party acquires more than 50% of your

issued share capital or the majority of **your** voting rights during the **period of insurance**; **you** or any **insured person** may purchase an extended notification period, in accordance with the options stated below:

One-year period	50% of the annual premium for this section
Three-year period	100% of the annual premium for this section
Six-year period	200% of the annual premium for this section

If **you** do so, **we** will cover an **insured person** for any covered **claim, loss** or **investigation** arising during the extended notification period, subject to the terms and conditions of this section. **We** will not cover any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place after the end of the original **period of insurance**.

This extended notification period is only available if **we** receive written notice of purchase from **you** or an **insured person** and the premium is paid to **us** within 90 days following the end of the **period of insurance**.

If **you** or an **insured person** does so, the first paragraph 1a. under **Your obligations** in this section will then be amended to:

- a. unless **you** or any **insured person** notifies **us** as soon as reasonably practicable and within the **period of insurance** or the extended notification period of the following:

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

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

You or any **insured person** will not have the right to purchase an extended notification period if:

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

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

Management buy-outs

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

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

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

Former directors

In the event that **you** do not renew or replace this section of the **policy**, and only in respect of any **insured person** who ceases to be a director, partner, member or officer of **you** prior to the date of non-renewal for reasons other than disqualification from holding such position or **your** insolvency, administration or liquidation, this section shall continue in force indefinitely from the date of non-renewal, provided that:

1. this section shall only apply to **claims** or **investigations** arising from any **wrongful act**, act, incident or occurrence performed, or taking place, or alleged to have taken place prior to the date that the **insured person** ceased to be a director, partner, member or officer of **you**;
2. no similar insurance is effected elsewhere; and
3. this section or the **policy** has not been cancelled, other than by **you** on an anniversary date.

How much we will pay

The most **we** will pay for each **claim, loss, investigation**, or any other covered liability, including their **defence costs** and **legal representation costs** is the limit of indemnity stated in the schedule.

All **claims, losses, investigations**, or any other covered liabilities and circumstances likely to give rise to a **claim, loss, investigation**, or any other covered liability, which arise from the same original cause, a single source or a repeated or continuing shortcoming will be regarded

as one claim under the **policy**. This includes **claims, losses, investigations**, and any other covered liabilities arising after, as well as during, the **period of insurance**.

Each **claim, loss, investigation**, or other covered liability shall be treated as first made when **we** receive notice of the first **claim, loss, investigation**, or other covered liability.

You must pay any relevant **excess** stated in the schedule.

Paying out the limit of indemnity

At any stage of a **claim, investigation**, or any other covered liability, **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 that **claim, loss, investigation** or any other covered liability.

Special limits

All special limits below are included within, and not in addition to, the limit of indemnity stated on the schedule.

The most **we** will pay in total for each item below is the corresponding amount stated in the schedule, regardless of the number of **claims, losses** or **investigations**, or any other covered liabilities:

Public relations expenses

1. **public relations expenses**;

Emergency defence costs

2. **emergency defence costs**;

Emergency legal representation costs

3. **emergency legal representation costs**;

Deprivation of assets expenses

4. **deprivation of assets expenses**;

Personal tax liability

5. cover under **What is covered, 4. Additional covers**, v. Personal tax liability;

Bodily injury and property damage

6. **defence costs** under **What is covered, 1. Claims against an insured person**, b. **Defence costs only**, Bodily injury and property damage. This does not apply to **health and safety/manslaughter claims**;

Investigation mitigation costs

7. **investigation mitigation costs**;

Pre-investigation costs

8. **pre-investigation costs**;

Bail costs

9. **bail costs**; and

Court attendance compensation

10. court attendance compensation, including any court attendance compensation payable under any Management liability sections of this **policy**.

Additional cover

The limit below is in addition to the limit of indemnity stated on the schedule.

Additional defence costs and legal representation costs

The most **we** will pay in total for all **defence costs** and **legal representation costs** under **What is covered, 4. Additional cover**, vi. Additional defence costs and legal representation costs, is the amount stated in the schedule, regardless of the number of **claims** and **investigations**.

Your obligations

Notification

1. **We** will not make any payment under this section:
 - a. unless **you** or any **insured person** notifies **us** as soon as reasonably practicable of the following within the **period of insurance** or at the latest within 90 days after it expires for any problem **you** or such **insured person** becomes aware of within the 30 days before expiry:
 - i. the **insured person's** first awareness of any **wrongful act** that is likely to lead to a **claim**;
 - ii. any **claim** or anything likely to lead to a **claim** against an **insured person**;
 - iii. any **investigation** into **you** or an **insured person**;
 - iv. the threat or commencement of any disqualification proceedings against any **insured person**; or
 - v. the **insured person's** first awareness of any act, omission or occurrence that is likely to lead to any other covered liability,

- b. to any **insured person** if, prior to the **period of insurance**, such **insured person** had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**.
2. When dealing with a third party, **you** or the **insured person** must not admit that **you** or the **insured person** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement. If **you** or an **insured person** does, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result.

Control of defence and payment under this section

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, investigation**, or any other covered liability. **You** and the **insured person** should not do anything which may prejudice **our** position.

We have the right, but not the obligation, to take control of and conduct in **your** name or the name of any **insured person**, the investigation, settlement or defence of any **claim, investigation**, or any other covered liability. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim, investigation**, or any other covered liability.

Where there is a dispute between **us** and any **insured person** over cover, proposed settlement or continuing the defence of a **claim, investigation**, or any other covered liability, the **insured person** 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, investigation**, or any other covered liability will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

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

If a **claim** or **investigation** is made which is not wholly covered by this section or is also made against an **insured person** and any other party which is not covered under this section, **we** 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.

Management liability – corporate legal liability

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. Cover under this section is given on an each and every claim or loss basis unless otherwise specified.

Special definitions for this section

Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Bodily injury	Mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding first made against you during the period of insurance alleging a wrongful act and seeking monetary damages or other legal relief or penalty.
Defence costs	<ol style="list-style-type: none">1. Reasonable costs, not including any overheads, additional costs or remuneration, incurred with our prior written agreement 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.2. Emergency defence costs.
Emergency defence costs	Reasonable and necessary costs, not including any overheads, additional costs or remuneration, where it is not possible to obtain our prior written agreement, provided that you notify us as soon as possible after such sums are incurred.
Emergency legal representation costs	Reasonable and necessary costs, not including any overheads, additional costs or remuneration to investigate or respond to any investigation , where it is not possible to obtain our prior written agreement, provided that you notify us as soon as possible after such sums are incurred.
Employee	<ol style="list-style-type: none">1. Any person under a contract of service with you.2. Any independent person seconded to you.3. Any applicant or candidate for employment with you.
Employee dishonesty loss	Your direct financial loss discovered during the period of insurance in the performance of your business within the geographical limits , arising 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 in addition to salary, bonus or commission.
Employment claim	Any claim by any employee for any actual or alleged: <ol style="list-style-type: none">1. wrongful, unfair or constructive dismissal, discharge or termination of employment;2. breach of written or implied contract of employment;3. employment related misrepresentation;4. wrongful deprivation of a career opportunity, failure to grant tenure or negligent employee evaluation;5. harassment, unlawful discrimination or failure to provide adequate employee procedures and policies;6. retaliation; or7. defamation or invasion of privacy; arising solely as a result of the employment or non-employment by you of such employee .
Health and safety /manslaughter claim	Any claim under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.
Health and safety/ manslaughter investigation	Any investigation under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.
Identity crime	An agreement entered into by any third party representing themselves as you .

Investigation	<p>An official examination, official enquiry or official investigation into you first notified as being required during the period of insurance and conducted by any regulator, government department or other body legally empowered.</p> <p>Investigation does not include any 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 conduct.</p>
Investigation mitigation costs	<p>Reasonable and necessary costs incurred by you to prevent or minimise the likelihood of an investigation or mitigate the potential consequences of an investigation which, if such steps were not taken, would be likely to result in an investigation being brought against you that would be covered by this section of the policy or would be likely to increase the severity of such an investigation.</p>
Legal representation costs	<ol style="list-style-type: none"> 1. Reasonable and necessary legal costs, fees, charges and expenses, not including any overheads, additional costs or remuneration, for which you are legally liable, incurred with our prior written agreement for legal representation directly in relation to an investigation. 2. Emergency legal representation costs.
Loss	<p>In respect of a claim or investigation the amount you become legally liable to pay, including following a settlement entered into with our written agreement, for:</p> <ol style="list-style-type: none"> 1. awards of damages, including punitive, exemplary and multiplied damages, and civil fines and penalties if insurable in the jurisdiction where such award was first ordered; 2. claimants' legal costs and expenses; 3. defence costs and legal representation costs; and 4. public relations expenses. <p>Loss does not include any criminal fines or penalties, regulator's costs or expenses (including Health and Safety Executive fees for intervention or similar regulator's costs and expenses), taxes or remuneration.</p>
Pollution	<p>Any actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any solid, liquid, gaseous or thermal contaminant or irritant, including, but not limited to, lead, smoke, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals or waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed), or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any such material.</p>
Pre-investigation costs	<p>Reasonable and necessary costs incurred by you with our prior written agreement to notify a regulator, government department or other body legally empowered of any material breach, incident or event occurring within the geographical limits where such notice is obligatory and it is likely that a covered investigation will be brought as a result of the notification.</p>
Prior and pending date	<p>The date on which you first purchased corporate legal liability or other equivalent entity insurance that has run continuously without a break in cover. If during such period you have merged or consolidated with another company or entity, or any party has acquired more than 50% of your issued share capital or the majority of your voting rights, the 'prior and pending date' will be the date of such merger, consolidation or acquisition.</p>
Property damage	<p>The loss, damage or destruction of any tangible property including loss of use of such property.</p>
Public relations expenses	<p>The reasonable and necessary costs incurred with our prior written agreement in utilising the services of a public relations consultant.</p>
Relevant 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 251 of the Companies Act 2006 or any similar or successor legislation in any other jurisdiction. 4. Any employee of you. 5. The lawful spouse, civil or unmarried partner of any person in 1 to 4 above solely because of their spousal, civil or unmarried partner relationship following a claim or investigation against that person. 6. The estates, heirs or legal representatives of any person in 1 to 5 above who has died or become incapacitated, insolvent or bankrupt but only for a claim or investigation against that person.

Relevant person does not include any external auditor or any liquidator, receiver, administrative receiver or other insolvency practitioner or officer of **you** or **your** assets.

Securities

Any debt or equity interest in **you**.

Subsidiary

Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar 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** or **investigation** against **you** arising from any act, incident or occurrence performed, or taking place, or alleged to have taken place before it ceased to be a **subsidiary**.

Wrongful act

Any actual or alleged act, error or omission committed or attempted by **you** including:

1. breach of any duty, including fiduciary or statutory duty, breach of confidence or data loss;
2. breach of trust;
3. negligence, negligent misstatement, misleading statement or negligent misrepresentation;
4. breach of warranty of authority; or
5. any other act, error or omission attempted or allegedly committed or attempted by **you**.

You/your

Also includes any **subsidiary**:

1. existing at the start of the **period of insurance**;
2. created or acquired during the **period of insurance** provided that the newly created or acquired **subsidiary** does not trade any of its securities on any stock exchange.

What is covered

1. Claims against you

Losses including defence costs

Health and safety/
manslaughter

Pension or employee
benefit schemes

Shareholder pollution claims

Cyber and data

Identity crime

Taxation

Bodily injury and
property damage

Defence costs only

- a. **We** will pay on **your** behalf the **loss** arising from a **claim** against **you** for any **wrongful act** within the **geographical limits**, including any:
 - i. **health and safety/manslaughter claim**;
 - ii. **claim** arising from **your** operation or administration of any pension or employee benefit scheme or trust fund of **yours**;
 - iii. **claim** arising from **pollution** brought by any shareholder of **you** either directly or derivatively;
 - iv. **claim** arising from the misuse of data or any computer hardware or software, including a breach of the Data Protection Act 1998 or any similar or successor legislation;
 - v. **claim** arising from **identity crime**;
 - vi. **claim** arising from **your** failure to comply with any taxation regulations; or
 - vii. **claim** for **bodily injury** or **property damage**, other than any **claim** brought by or on behalf of any party who:
 - a. suffered the **bodily injury**; or
 - b. owns or is legally responsible for the tangible property that suffered such **property damage**.
- b. **We** will pay on **your** behalf the **defence costs** only arising from a **claim** against **you** for any **wrongful act** within the **geographical limits**:

Pollution	i.	arising from pollution , other than for a claim brought by any shareholder of you either directly or derivatively;
Bodily injury and property damage	ii.	for any claim brought by or on behalf of any party who: <ul style="list-style-type: none"> a. suffered the bodily injury; or b. owns or is legally responsible for the tangible property that suffered such property damage.
Breach of contract	iii.	for breach of contract, whether actual or implied, written or oral which is greater than the liability you would have at law without the contract; or
Intellectual property	iv.	for infringement of intellectual property, including any patent, trade mark, copyright, registered design or other intellectual property right.
Emergency defence costs	c.	We will pay emergency defence costs in relation to a covered claim .
2. Investigations		
Losses including legal representation costs	a.	We will pay on your behalf the loss arising from an investigation and arising from any wrongful act , act, incident or occurrence performed, taking place, or alleged to have taken place within the geographical limits , including any: <ul style="list-style-type: none"> i. health and safety/manslaughter investigation; ii. investigation arising from your operation or administration of any pension or employee benefit scheme or trust fund; iii. investigation arising from pollution; iv. investigation arising from from the misuse of data or any computer hardware or software, including a breach of the Data Protection Act 1998 or any similar or successor legislation; v. investigation arising from your failure to comply with any taxation regulations; or vi. investigation arising from bodily injury or property damage.
Health and safety/manslaughter		
Pension or employee benefit schemes		
Pollution		
Cyber and data		
Taxation		
Bodily injury and property damage		
Investigation mitigation costs	b.	We will also pay investigation mitigation costs in relation to a covered investigation , provided that: <ul style="list-style-type: none"> i. where reasonably possible, you must obtain our prior written agreement before incurring such costs. Where it is not possible to obtain our written agreement, you must notify us as soon as possible after such sums are incurred; and ii. we will not pay for the costs incurred in dealing with routine business, regulatory, legal, compliance or other matters, which could lead to an investigation if not complied with. <p>We will not make any payment for any part of an investigation not covered by this section.</p>
Pre-investigation costs	c.	We will pay pre-investigation costs in relation to a covered investigation .
Emergency legal representation costs	d.	We will pay emergency legal representation costs in relation to a covered investigation .
3. Additional covers		
Public relations expenses	a.	We will pay public relations expenses on your behalf following a covered claim or investigation which, without the incurrance of public relations expenses , would in the reasonable opinion of your Chief Financial Officer or equivalent be likely to result in the imminent reduction in your gross annual revenue of more than 20%, by reference to your most recent financial forecast. You must obtain our prior written agreement before incurring such costs.
Court attendance compensation	b.	If any relevant person has to attend court as a witness in connection with a claim or investigation covered under this section, we will pay you compensation for each day; or part of a day that their attendance is required by us .
Dishonesty of employees	c.	We will pay your employee dishonesty loss .

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

What is not covered

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

- Deliberate or dishonest acts 1. against or suffered by **you** 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 to which the individual concerned is not legally entitled; or
 - c. an act intended to secure or which does secure a profit for any other company or entity to which the company or entity was not legally entitled.
- where such act or omission was committed or condoned by **you** or any individual who falls within paragraphs 1. to 3. of the definition of **relevant person**. This exclusion will only apply after a judgment or other final adjudication or an admission by **you** or the **relevant person** that such act, breach of statute or omission did occur. In the event of such finding or admission, **you** must reimburse all payments made by **us** in relation to the corresponding **claim, loss** or **investigation**.
- Prior claims and litigation 2. based upon, attributable to or arising out of:
- a. anything that has been reported to and accepted under any policy existing or expired, before the start of the **period of insurance**; or
 - b. any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving a **relevant person, you** or an **outside entity**, initiated before the **prior and pending date**.
- Defamation 3. based upon, attributable to or arising out of defamation.
- Claims by you or a relevant person 4. based upon, attributable to or arising out of any **claim** brought or maintained by:
- a. **you**; or
 - b. a **relevant person** within or subject to the laws of the United States of America.
- This exclusion does not apply to:
- i. **defence costs**;
 - ii. any shareholder derivative proceedings brought in **your** name without **your** or any **relevant person's** solicitation, assistance or participation;
 - iii. any **claim** brought by **your** liquidator, receiver or administrative receiver or similar body; or
 - iv. any **claim** seeking a contribution or indemnity if such **claim** would otherwise be covered by this section.
- Bodily injury and property damage in relation to motor vehicles 5. for **bodily injury** or **property damage** arising from the use, ownership or possession of any motor vehicle in relation to which **you** are obliged under any compulsory insurance law to maintain insurance in respect of any liability.
- Pollution clean-up costs 6. based upon, attributable to or arising out of any:
- a. statutory, contractual or common law obligation **you** have to clean up or remedy any **pollution** or contamination; or
 - b. land or property being identified as contaminated land under the Environmental Protection Act 1990 or any similar or successor legislation.
- Takeovers and mergers 7. based upon, attributable to or arising out of any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place, after:
- a. **you** merge or consolidate with another company; or
 - b. any party acquires:
 - i. more than 50% of **your** issued share capital;
 - ii. the majority of **your** voting rights; or
 - iii. the right to appoint or remove a majority of **your** board of directors.
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Changes to subsidiaries	8. based upon, attributable to or arising out of any wrongful act , act, incident or occurrence performed, taking place, or alleged to have taken place: <ol style="list-style-type: none"> a. before the date of creation or acquisition by you of such subsidiary; or b. after an entity ceases to be a subsidiary.
Financial advantage	9. based upon, attributable to or arising out of the gaining of any financial advantage to which the you were not entitled, including the repayment of any wrongfully received monies.
Defined benefit pension schemes	10. based upon, attributable to or arising out of your operation or administration of any defined benefit pension scheme or the breach of any legislation or regulation relating to these activities.
Failure to fund pension and employee benefit schemes	11. based upon, attributable to or arising out of your failure to fund any pension, employee benefit scheme or trust fund.
Employment claims	12. based upon, attributable to or arising out of any employment claim .
Products	13. based upon, attributable to or arising out of the manufacture, sale, supply, installation or maintenance of any product.
Securities offerings	14. based upon, attributable to or arising out of any claim or investigation in relation to any actual public offering of your securities .
Infringement of intellectual property	15. based upon, attributable to or arising out any actual or alleged infringement of patent, trade mark, infringement of copyright, intellectual property right or registered design. This exclusion does not apply to defence costs .
Contractual liability	16. based upon, attributable to or arising out any claim or investigation 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. This exclusion does not apply to defence costs .
Market fluctuation	17. based upon, attributable to or arising out of any market trends or fluctuations over which you or any relevant person have no control.
Anti-competitive practices	18. based upon, attributable to or arising out of any breach of anti-competition laws or regulations.
Breach of professional duty	19. based upon, attributable to or arising out of any claim or investigation relating to any breach of professional duty or failure to provide professional services.
Claims outside the applicable courts	20. first brought outside the applicable courts . This exclusion also applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts .
Defence costs only	21. other than defence costs for any claim covered under What is covered, 1. Claims against you, b. Defence costs only .
Matters specific to dishonesty of employees	B. We will not make any payment under What is covered, 3. Additional covers, c. Dishonesty of employees for any employee dishonesty loss based upon, attributable to or arising out of: <ol style="list-style-type: none"> 1. any accounting or arithmetical error or omission or unexplained shortage; 2. any default or non-payment of any loan or other credit arrangement; 3. your or any relevant person's expenses incurred in establishing the amount of any financial loss; 4. any loss of interest, loss of profit or any any indirect losses which result from the incident which caused you to claim; or 5. any act, breach, omission or infringement deliberately, spitefully, dishonestly or recklessly committed, condoned or ignored by any director, officer or partner of yours.

Special conditions

Extended notification period	If: <ol style="list-style-type: none"> 1. we or you refuse to renew this section of the policy for any reason other than non-payment of premium, administration, liquidation or insolvency; or
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2. **you** merge or consolidate with another entity or any party acquires more than 50% of your issued share capital or the majority of **your** voting rights during the **period of insurance**;

you may purchase an extended notification period, in accordance with the options stated below:

One-year period	50% of the annual premium for this section
Three-year period	100% of the annual premium for this section
Six-year period	200% of the annual premium for this section

If **you** do so, this section will remain in force but only in respect of any covered **claim, loss, investigation** or any other covered liability arising from any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place before the end of the original **period of insurance**.

This extended notification period is only available if **we** receive written notice of purchase from **you** and the premium is paid to **us** within 90 days following the end of the **period of insurance**.

If **you** do so, the first paragraph 1a. under **Your obligations** in this section will then be amended to:

- a. unless **you** notify **us** as soon as reasonably practicable of the following, and within the **period of insurance** or the extended notification period:

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

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

You will not have the right to purchase an extended notification period if:

1. cover under this section is continued solely as a result of an extended notification period;
2. this section of the **policy** is replaced or succeeded by any other policy providing corporate legal or equivalent entity cover; or
3. this section or the **policy** is cancelled, other than by **you** on an anniversary date.

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

Management buy-outs

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

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

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

How much we will pay

The most **we** will pay for each **claim, loss, investigation**, or any other covered liability, including their **defence costs** and **legal representation costs** is the limit of indemnity stated in the schedule.

All **claims, losses, investigations** or any other covered liabilities and circumstances likely to give rise to a **claim, loss, investigation**, or any other covered liability which arise from the same original cause, a single source or a repeated or continuing shortcoming will be regarded as one claim under the **policy**. This includes **claims, losses, investigations** or any other covered liabilities arising after, as well as during, the **period of insurance**.

Each **claim, loss, investigation** or other covered liability shall be treated as first made when **we** receive notice of the first **claim, loss, investigation** or other covered liability.

You must pay any relevant **excess** stated in the schedule.

Paying out the limit of indemnity

At any stage of a **claim, investigation**, or any other covered liability **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, loss, investigation** or any other covered liability.

Dishonesty of employees

When **we** settle **employee dishonesty loss** under **What is covered, 3. Additional covers, c. Dishonesty of employees**, for losses perpetrated by any individual or group of individuals who own or control any shares in **you** or who are entitled to participate in **your** profits, the amount **we** pay will be reduced by proportion to such person or persons' share in **your**

business or entitlement to participate in **your** profits.

Special limits

All special limits below are included within, and not in addition to, the limit of indemnity stated on the schedule.

The most **we** will pay in total for each item below is the corresponding amount stated in the schedule, regardless of the number of **claims, losses, investigations** or other covered liabilities:

Pollution defence costs and legal representation costs	1. defence costs under What is covered, 1. Claims against you, b. Defence costs only, i. Pollution and cover under What is covered, 2. Investigations, a. Losses including legal representation costs, iii. Pollution. This limit does not apply to shareholder pollution claims ;
Public relations expenses	2. public relations expenses ;
Emergency defence costs	3. emergency defence costs ;
Emergency legal representation costs	4. emergency legal representation costs ;
Bodily injury and property damage	5. defence costs under What is covered, 1. Claims against you, b. Defence costs only, ii. Bodily injury and property damage. This does not apply to health and safety/manslaughter claims ;
Breach of contract	6. defence costs under What is covered, 1. Claims against you, b. Defence costs only, iii. Breach of contract ;
Intellectual property	7. defence costs under What is covered, 1. Claims against you, b. Defence costs only, iv. Intellectual property ;
Investigation mitigation costs	8. investigation mitigation costs ;
Pre-investigation costs	9. pre-investigation costs ;
Dishonesty of employees	10. employee dishonesty loss under What is covered, 3. Additional covers, c. Dishonesty of employees ;
Court attendance compensation	11. court attendance compensation, including any court attendance compensation payable under any Management liability section of this policy ; and
Loss of documents	12. losses under What is covered, 3. Additional covers, d. Loss of documents.

Your obligations

Notification	1. We will not make any payment under this section: <ul style="list-style-type: none">a. unless you notify us as soon as reasonably practicable of the following within the period of insurance or at the latest within 90 days after it expires for any problem you become aware of within the 30 days before expiry:<ul style="list-style-type: none">i. your first awareness of any wrongful act that is likely to lead to a claim;ii. any claim or threatened claim against you;iii. any investigation into you; oriv. your first awareness of any act, omission or occurrence that is likely to lead to any other covered liability. 2. When dealing with a third party, you must not admit that you are liable for what has happened, or make any offer, deal or payment without our prior written agreement. If you do, we may reduce any payment we make under this policy by an amount equal to the detriment we have suffered as a result.
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Control of defence and payment under this section

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

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 investigation**, or any other covered liability. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim, investigation**, or any other covered liability.

Where there is a dispute between **us** and **you** over cover, proposed settlement or continuing

the defence of a **claim investigation**, or any other covered liability, **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, investigation**, or any other covered liability will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

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

If a **claim, investigation**, or any other covered liability is made which is not wholly covered by this section or is also made against **you** and any other party which is not covered under this section, **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.

Management liability – employment practices liability

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. Cover under this section is given on an each and every claim or loss basis unless otherwise specified.

Special definitions for this section

Applicable courts

The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.

Benefits

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

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

Claim

Any written demand or civil, criminal, regulatory or arbitration proceeding first made against **you** or an **insured person** during the **period of insurance** alleging an **employment practice wrongful act** seeking monetary damages or other legal relief or penalty.

Defence costs

Reasonable costs, not including any overheads, additional costs or remuneration, incurred with **our** prior written agreement 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**.

Emergency legal representation costs

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

Employee

1. Any person currently or formerly under a contract of service with **you**, including part-time workers.
2. Any independent person currently or formerly seconded or contracted to work for **you**.
3. Any current or former volunteer solely under **your** control and supervision in connection with **your business**.
4. Any current or former applicant or candidate for employment with **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:

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

arising solely as a result of the employment or non-employment by **you** of any current or former **employee**, or the treatment of any volunteer whilst undertaking work for **you** and under **your** control and supervision.

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, LLP member, committee or board member, trustee 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 251 of the Companies Act 2006 or any similar or successor legislation in any other jurisdiction. 4. Any employee of you. 5. The lawful spouse, civil or unmarried partner of any person in 1 to 4 above solely because of their spousal, civil or unmarried partner relationship following a claim or investigation against that person. 6. The estates, heirs or legal representatives of any person in 1 to 5 above who has died or become incapacitated, insolvent or bankrupt but only for a claim or investigation against that person. <p>Insured person does not include any external auditor or any liquidator, receiver, administrative receiver or other insolvency practitioner or officer of you or your assets.</p>
Investigation	<p>An official examination, official enquiry or official investigation into you or an insured person first notified as being required during the period of insurance and arising from any actual or alleged employment practice wrongful act, conducted by any regulator, government department or other body legally empowered.</p> <p>Investigation does not include any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of your industry or sector which is not solely related to your or any insured person's conduct.</p>
Legal representation costs	<ol style="list-style-type: none"> 1. Reasonable and necessary legal costs, fees, charges and expenses, not including any overheads, additional costs or remuneration, for which you or any insured person are legally liable, incurred with our prior written agreement for legal representation directly in relation to an investigation. 2. Emergency legal representation costs.
Loss	<p>In respect of a claim the amount you become or any insured person becomes legally liable to pay, including following a settlement entered into with our written agreement, for:</p> <ol style="list-style-type: none"> 1. awards of damages, including punitive, exemplary and multiplied damages, and civil fines and penalties if insurable in the jurisdiction where such award was first ordered; 2. claimants' legal costs and expenses; 3. defence costs and legal representation costs; and 4. public relations expenses. <p>Loss does not include any civil, regulatory or criminal fines or penalties, regulator's costs or expenses (including Health and Safety Executive fees for intervention or similar regulator's costs and expenses), taxes or benefits.</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; or 2. in which you hold any issued share, <p>Outside entity does not include:</p> <ol style="list-style-type: none"> a. any company which is registered or domiciled outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar; b. any company whose securities are traded on any stock exchange in the USA or Canada; or c. any bank, investment company, investment advisor or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage, insurer, or any similar financial organisation or institution including any organisation regulated by the FCA, PRA or any similar regulator.
Prior and pending date	<p>The date on which you first purchased employment practices liability insurance that has run continuously without a break in cover. If during such period you have merged or consolidated with another company or entity, or any party has acquired more than 50% of your issued share capital, assets, or the majority of your voting rights, the 'prior and pending date' will be the date of such merger, consolidation or acquisition.</p>
Public relations expenses	<p>The reasonable and necessary costs incurred with our prior written agreement in utilising the services of a public relations consultant.</p>

Retaliation	Any employment related action taken against an employee in connection with such employee whistleblowing or exercising their employment rights.
Subsidiary	Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar in which you : <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, trustees, governors or equivalent; 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 or investigation against you or an insured person arising from any employment practice wrongful act, taking place, or alleged to have taken place before it ceased to be a subsidiary.</p>
You/your	Also includes any subsidiary : <ol style="list-style-type: none"> 1. existing at the start of the period of insurance; or 2. created or acquired during the period of insurance provided that the newly created or acquired subsidiary does not trade any of its securities on any stock exchange.

What is covered

1. Claims against you or an insured person	We will pay on behalf of you or any insured person the loss arising from a claim for an employment practice wrongful act taking place, or alleged to have taken place, within the geographical limits , brought by: <ol style="list-style-type: none"> a. your employee; b. an employee of an outside entity against any insured person arising directly from any activity performed in the insured person's capacity as an employee of such outside entity, provided that the insured person acts in that capacity at your specific written request. However, we will only pay in excess of any indemnity provided by the outside entity to its employees.
Claims by employees	
Outside entities	
2. Investigations	
Legal representation costs	We will pay on behalf of you or any insured person the legal representation costs only arising from an investigation arising from an employment practice wrongful act taking place, or alleged to have taken place, within the geographical limits .
3. Additional cover	
Court attendance compensation	If any insured person has to attend any court or tribunal as a witness in connection with a claim or investigation covered under this section, we will pay you compensation for each day, or part of a day that their attendance is required by us .
Injunctions brought by EHRC	We will pay the loss arising from any injunction brought by the Equalities and Human Rights Commission under section 24 of the Equality Act 2006 or any similar or successor legislation, to prevent you or an insured person from committing an employment practice wrongful act against an employee within the geographical limits .

What is not covered

Deliberate or dishonest acts	A. We will not make any payment for any claim, loss, or investigation: <ol style="list-style-type: none"> 1. based upon, attributable to or arising out of: <ol style="list-style-type: none"> a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation; b. an act intended to secure or which does secure a personal profit or advantage to which the individual concerned was not legally entitled; c. an act intended to secure or which does secure a profit for any other company or entity to which the company or entity was not legally entitled. <p>This exclusion will only apply:</p> <ol style="list-style-type: none"> i. for claims or investigations against you, where such act or omission was committed or condoned by you or any individual who falls within paragraphs 1.
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		to 3. of the definition of insured person ;
		ii. for claims or investigations against an insured person , where such act or omission was committed or condoned by that insured person ; and
		iii. after a judgment or other final adjudication or an admission that such act did occur. In the event of such finding or admission, you or the insured person , as appropriate, must reimburse all payments made by us in relation to the corresponding claim, loss or investigation .
Prior claims and litigation	2.	based upon, attributable to or arising out of: <ul style="list-style-type: none"> a. anything that has been reported to and accepted under any policy existing or expired, before the start of the period of insurance; or b. any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving an insured person, you or an outside entity, initiated before the prior and pending date.
Specific activities	3.	based upon, attributable to or arising out of: <ul style="list-style-type: none"> 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. <p>This exclusion does not apply to any claim for retaliation.</p>
Claims in the United States of America or Canada	4.	based upon, attributable to or arising out of any: <ul style="list-style-type: none"> a. claim brought or investigation commenced; or b. employment practice wrongful act taking place, or alleged to have taken place; in the United States of America or Canada.
Bodily injury and property damage	5.	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. This exclusion does not apply to any claim for emotional distress arising from an employment practice wrongful act . However, we will not in any event make payment for any claim in relation to which the insured person is obliged under any compulsory insurance law to maintain insurance in respect of any liability arising from the use, ownership or possession of any motor vehicle.
Takeovers and mergers	6.	based upon, attributable to or arising out of any employment practice wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken place after: <ul style="list-style-type: none"> a. you merge or consolidate with another company or entity; or b. any party acquires: <ul style="list-style-type: none"> i. more than 50% of your issued share capital or assets; ii. the majority of your voting rights; or iii. the right to appoint or remove a majority of your board of directors or board of trustees or equivalent.
Acquired subsidiaries	7.	based upon, attributable to or arising out of any employment practice wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken place: <ul style="list-style-type: none"> a. before the date of creation or acquisition by you of such subsidiary; or b. after an entity ceases to be a subsidiary.
Employer obligations	8.	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. This exclusion does not apply to any claim for retaliation .
Claims outside the applicable courts	9.	first brought outside the applicable courts . This exclusion also applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts . B. We will not make any payment other than defence costs for any claim or legal representation costs for any investigation based upon, attributable to or arising out of:
Benefits and contractual payments	1.	your failure to pay any amount you are contractually committed to pay to an employee , including but not limited to benefits .

Pensions and benefit schemes	2. 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.
Failure to pay taxes	3. your failure to pay taxes.
Liabilities assumed under contract	4. 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.
Non-pecuniary relief	5. any non-pecuniary or injunctive relief.
Employee reinstatement	6. the costs of complying or refusing to comply with a court or other order for the reinstatement of an employee .
Modification of property	7. the costs of modifying any building or property in order to make such building or property more accessible to any disabled persons.

Special conditions

General terms	The General definitions, General conditions and General claims conditions set out in the General Terms all apply equally to each insured person and to you , except for General condition 6. Premium payment which applies only to you . 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.						
Information provided by an insured person	All information which any insured person provided before we agreed to insure you will be considered as a separate application for each insured person and as such the knowledge of or any statement made by an insured person will not be imputed to any other insured person for the purposes of determining whether cover is available for any claim or investigation against such other insured person .						
Severability of exclusions	When determining the applicability of the exclusions within What is not covered , the wrongful act , act, incident or occurrence performed, taking place, or alleged to have taken place of one insured person shall not be imputed onto any other insured person who neither committed nor condoned such wrongful act , act, incident or occurrence.						
Extended notification period	<p>If:</p> <ol style="list-style-type: none"> we or you refuse to renew this section of the policy for any reason other than non-payment of premium, administration, liquidation or insolvency; or you merge or consolidate with another entity or any party acquires more than 50% of your issued share capital or assets or the majority of your voting rights during the period of insurance; <p>you or any insured person may purchase an extended notification period, in accordance with the options stated below:</p> <table> <tr> <td>One-year period</td> <td>50% of the annual premium for this section</td> </tr> <tr> <td>Three-year period</td> <td>100% of the annual premium for this section</td> </tr> <tr> <td>Six-year period</td> <td>200% of the annual premium for this section</td> </tr> </table> <p>If you do so, this section will remain in force but only in respect of any covered claim, loss or investigation arising from any wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken place before the end of the original period of insurance.</p> <p>This extended notification period is only available if we receive written notice of purchase from you or an insured person and the premium is paid to us within 90 days following the end of the period of insurance.</p> <p>If you or an insured person does so, the first paragraph 1a. under Your obligations in this section will then be amended to:</p> <ol style="list-style-type: none"> unless you or any insured person notifies us promptly of the following, and within the period of insurance or the extended notification period: <p>The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity stated in the schedule.</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 if you or any insured person cancels the extended notification period before it ends.</p>	One-year period	50% of the annual premium for this section	Three-year period	100% of the annual premium for this section	Six-year period	200% of the annual premium for this section
One-year period	50% of the annual premium for this section						
Three-year period	100% of the annual premium for this section						
Six-year period	200% of the annual premium for this section						

You or any **insured person** will not have the right to purchase an extended notification period if:

1. cover under this section is continued solely as a result an extended notification period;
2. this section of the **policy** is replaced or succeeded by any other policy providing employment practices liability cover; or
3. this section or the **policy** is cancelled, other than by **you** on an anniversary date.

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

Management buy-outs

If during the **period of insurance** **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 **employment practice wrongful act** committed by any individual **insured person** subsequent to the buy-out.

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

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

How much we will pay

The most **we** will pay for each **claim, loss, or investigation**, including their **defence costs** and **legal representation costs** is the limit of indemnity stated in the schedule.

All **claims, investigations** and circumstances likely to give rise to a **claim, loss or investigation**, which arise from the same original cause, a single source or a repeated or continuing shortcoming will be regarded as one claim under the **policy**. This includes **claims, losses** and **investigations** arising after, as well as during, the **period of insurance**.

The amount **we** will pay for **claims, losses** and **investigations** and their **defence costs** includes any amount **we** pay on an **insured person's** behalf as an employee of an **outside entity**.

You must pay any relevant **excess** stated 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 or investigation**, **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**.

Special limits

All special limits below are included within, and not in addition to, the limit of indemnity stated on the schedule.

Court attendance compensation

The most **we** will pay in total for court attendance compensation, including any court or tribunal attendance compensation payable under any other Management liability section of this **policy** is the corresponding amount stated in the schedule, regardless of the number of **claims, losses** or **investigations**.

Your obligations

Notification

1. **We** will not make any payment under this section:
 - a. unless **you** or any **insured person** notifies **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** become aware of within the seven days before expiry:
 - i. **you** or an **insured person's** first awareness of any **employment practice wrongful act** that is likely to lead to a **claim or investigation**; or
 - ii. any **claim** or threatened **claim** against **you** or an **insured person**.
 - b. to **you** or any **insured person** if, prior to the **period of insurance**, **you** or such **insured person** had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**.
2. When dealing with a third party, **you** or the **insured person** must not admit that **you** or the **insured person** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement. If **you** or an **insured person** does, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result.

Control of defence and payment under this section

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** or **investigation**. **You** and the **insured person** should not do anything which may prejudice **our** position.

We have the right, but not the obligation, to take control of and conduct in **your** name or the name of any **insured person**, the investigation, settlement or defence of any **claim** or **investigation**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim** or **investigation**.

Where there is a dispute between **us** and **you** or any **insured person** over cover, proposed settlement or continuing the defence of a **claim** or **investigation**, **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** or **investigation** will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

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

If a **claim** or **investigation** is made which is not wholly covered by this section 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.

Crisis containment

Policy wording

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

Special definitions for this section

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

What is covered

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

What is not covered

We will not make any payment for:

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

How much we will pay

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

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

Your obligations

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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

Access to your HR and health and safety resource

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Currently, Business HR Solutions has in excess of 85,000 registered users that use its reference tools, trusting in its quality service to inform them of the latest developments and legislation in relation to human resources and health and safety. Like them, you can now enjoy support on human resources and health and safety issues through Business HR Solutions' website.

Website access

To access the website, please follow these simple steps:

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

Website resources

Included as standard through an easy to navigate website:

1. access to a variety of employee contracts, forms, policies, letters and a handbook that you may need to manage your staff;
2. a wide range of downloadable guides;
3. a free online risk assessment for both human resources and health and safety;
4. monthly e-newsletters, keeping you up-to-date with changes in the law.

Advice helpline

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

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

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

Support

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