



Hiscox Insurance  
Your policy wording



# Hiscox Insurance

## Policy wording

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# Hiscox Insurance

## Policy wording

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### **Introduction**

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

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

# Professional insurance portfolio

Policy wording

## A seamless integrated insurance solution for professionals.

Please read this 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.

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### Our promise to you

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



**Steve Langan**  
CEO, Hiscox Insurance Company

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### Complaints procedure

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

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

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

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

# General terms and conditions

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

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**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. <b>We</b> will not make any payment under this <b>policy</b> until <b>you</b> have paid the premium.
Cancellation	7. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro-rata refund of the premium for the remaining portion of the <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium under £20.  If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b> . In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b> . <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.
Multiple insureds	8. The most <b>we</b> will pay is the relevant amount shown in the schedule.  If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b> .  <b>You</b> 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 <b>policy</b> .
Aggregate limit	9. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b> .
Rights of third parties	10. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b> . Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> 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 <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.
Cover under multiple sections	12. Where <b>you</b> , including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b> , are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b> , being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.
Governing law	13. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.
Arbitration	14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

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

Your obligations	<p>1. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b>:</p> <ul style="list-style-type: none"> <li>a. give <b>us</b> prompt notice of anything which is likely to give rise to a claim under this <b>policy</b> in accordance with the terms of each section; and</li> <li>b. give <b>us</b>, at <b>your</b> expense, any information which <b>we</b> may reasonably require and co-operate fully in the investigation of any claim under this <b>policy</b>.</li> </ul> <p>2. <b>You</b> must:</p> <ul style="list-style-type: none"> <li>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</li> <li>b. give <b>us</b> all assistance which <b>we</b> may reasonably require to pursue recovery of amounts <b>we</b> may become legally liable to pay under this <b>policy</b>, in <b>your</b> name but at <b>our</b> expense.</li> </ul> <p>If <b>you</b> fail to do so, <b>you</b> shall be liable to <b>us</b> for an amount equal to the detriment <b>we</b> have suffered as a result of <b>your</b> failure to comply with this obligation, which <b>we</b> may deduct from any payment <b>we</b> make under this <b>policy</b>.</p>
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Fraud

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

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

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

# Professional indemnity

## 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.

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### Special definitions for this section

<b>Advertising</b>	Advertising, publicity or promotion in or of <b>your</b> products or services.
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
<b>Business activity</b>	The activities stated in the schedule, which <b>you</b> perform in the course of <b>your business</b> .
<b>Computer system</b>	Any computer network, hardware, software, information technology and communications system, including any email, intranet, extranet or website.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Hacker</b>	Any third party, other than an employee of <b>yours</b> , who maliciously targets <b>you</b> and gains unauthorised access to or unauthorised use of <b>your computer system</b> or data held electronically by <b>you</b> or on <b>your</b> behalf.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Retroactive date</b>	The date stated as the retroactive date in the schedule.
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

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### What is covered

<b>Claims against you</b>	If during the <b>period of insurance</b> , and as a result of <b>your business activity</b> or <b>advertising</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b> , any party brings a claim, including any injunctive proceedings, against <b>you</b> for:
Negligence	a. negligence or breach of a duty of care;
Negligent misstatement	b. negligent misstatement or negligent misrepresentation;
Intellectual property infringement	c. infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;
Breach of confidentiality	d. breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
Defamation	e. defamation;
Dishonesty	f. dishonesty of <b>your</b> individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to <b>you</b> and under <b>your</b> supervision;
Transmission of a virus	g. negligence or breach of a duty of care in connection with the transmission of a computer <b>virus</b> or a denial of service attack;
Other civil liability	h. any other civil liability;
	unless excluded under <b>What is not covered</b> below, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation, including any liability for claimants' legal costs and expenses. <b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.
Sub-contractors or outsourcers	<b>We</b> will indemnify <b>you</b> against any claim falling within the scope of <b>What is covered</b> , Claims against you, which is brought as a result of any <b>business activity</b> undertaken on <b>your</b> behalf by any sub-contractor or outsourcer.

Avoiding a potential claim against you

If:

- your** client has reasonable grounds for being dissatisfied with the work **you** have done or which has been done on **your** behalf and refuses to pay for any or all of it, including amounts **you** legally owe to sub-contractors or outsourcers at the date of the refusal;
- your** client threatens to bring a claim against **you** for more than the amount owed; and
- we** believe that it may be possible to settle the dispute with the client by **your** agreeing not to press for the disputed amount,

**we** may pay **you** the amount owed to **you** over and above the **excess**. If **we** do, **you** must agree not to press **your** client for the disputed amount.

Alternatively, if it is not possible to reach agreement with the client on this basis but **we** still believe that by not pressing for the disputed amount **you** will avoid a legitimate claim or counterclaim for a greater amount, **we** may pay the amount owed to **you** at that time, over and above the **excess**.

If a claim is still brought, **we** will deal with it but **our** total payment, including what **we** have already paid **you** or on **your** behalf, will not exceed the applicable limit of indemnity stated in the schedule. **You** must return the amount **we** have paid if **you** eventually recover the debt, less **your** reasonable expenses.

Once **we** agree to make any payment above, **you** will assign to **us** such rights as **you** have in relation to the amounts owed to **you**.

**We** will not make any payment for any money owed to **you** if the claim or threatened claim, or part of the claim or threatened claim, is not covered by this section.

### Your own losses

Losses from dishonesty

If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** discover a loss from the dishonesty of **your** employees, or sub-contractors or outsourcers directly contracted to **you** and under **your** supervision, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss provided that the loss was suffered on or after the **retroactive date**.

Loss of documents

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

### Additional cover

Court attendance compensation

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

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<b>What is not covered</b>	A. <b>We</b> will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
Investments	1. any investment advice, financial advice, investment of client funds or any activity regulated by the Financial Conduct Authority, Prudential Regulation Authority or any other similar or successor regulatory body.
Survey and valuation	2. any survey or valuation of physical property or any construction or erection work, other than heating, lighting, electrical, venting and other work normally undertaken by a building services engineer.
Pension schemes	3. any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or any breach of any legislation or regulation related to these activities.
Taxation and competition	4. any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
Pollution	5. <b>pollution</b> .

Virus	6. any <b>virus</b> that was not specifically targeted to <b>your</b> system.
Discrimination and harassment	7. any discrimination, harassment or unfair treatment, unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> .
Injury	8. the death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> .
Land, animals and vehicles	9. the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle.
Property damage	10. the loss, damage or destruction of any tangible property unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> . This clause does not apply to <b>your</b> own loss under the Loss of documents cover in <b>What is covered</b> .
Negotiable instruments	11. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
Hacker	12. the loss, copying or distortion of any data by a <b>hacker</b> .
Directors and officers' liability	13. any personal liability incurred by a director or officer of <b>yours</b> when acting in that capacity or managing <b>your business</b> , or a breach of any fiduciary duty, other than when performing a <b>business activity</b> for a client, or any statement, representation or information concerning <b>you</b> or <b>your business</b> contained in <b>your</b> accounts, reports or financial statements.
Product liability	14. any supply, manufacture, sale, installation or maintenance of any product.
Defamatory statements	15. any statement <b>you</b> knew, or ought reasonably to have known, was defamatory at the time of publication.
Deliberate, reckless or dishonest acts	16. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in <b>What is covered</b> , Claims against you, but <b>we</b> will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.
Pre-existing problems	17. anything, including any actual or alleged shortcoming in <b>your</b> work, likely to lead to a claim against <b>you</b> or <b>your</b> own loss, which <b>you</b> knew or ought reasonably to have known about before <b>we</b> agreed to insure <b>you</b> .
Date recognition	18. <b>date recognition</b> .
War, terrorism and nuclear	19. <b>war, terrorism</b> or <b>nuclear risks</b> .
Asbestos	20. <b>asbestos risks</b> .
Contractual liability	21. any liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Employees	22. anyone's employment with or work for <b>you</b> , or any breach of an obligation owed by <b>you</b> as an employer.
Supplied personnel	23. the work of any personnel supplied by <b>you</b> to a client, unless <b>you</b> have breached a duty of care in supplying them.
Patent/trade secret	24. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.
	B. <b>We</b> will not make any payment for:
Claims brought by a related party	1. any claim brought by an insured within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b> , including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b> .
Restricted recovery rights	2. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Lost profit and VAT	3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any client,

account or business.

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|--------------------------------------|---|
| Non-compensatory payments            | 5. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section. |
| Claims outside the applicable courts | 6. any claim, including arbitration, brought outside the <b>applicable courts</b> . This applies to proceedings in the <b>applicable courts</b> to enforce, or which are based on, a judgment or award from outside the <b>applicable courts</b> .  |

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**How much we will pay**

**We** will pay up to the limit of indemnity for this section stated in the schedule unless limited below or otherwise in the schedule. **We** will also pay for **defence costs**. However, if a payment greater than the applicable 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.

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

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

**Special limits**

The most **we** will pay for each item below, unless otherwise stated in the schedule, is a single limit of indemnity, which is an aggregate limit, for the total of all claims (including their **defence costs**) brought against **you** arising from:

- |                 |   |
|-----------------|---|
| Dishonesty      | 1. the dishonesty of <b>your</b> partners, directors, employees, subcontractors or outsourcers; |
| Property damage | 2. the physical loss or destruction of or damage to tangible property; and                      |
| Injury          | 3. the death, disease or bodily or mental injury of anyone.                                     |

Losses from dishonesty

The most **we** will pay for the total of **your** own losses arising from the dishonesty of **your** employees, sub-contractors and outsourcers is the amount stated in the schedule.

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

**Paying out the limit of indemnity**

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

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**Your obligations**

- |                     |   |
|---------------------|---|
| If a problem arises | 1. <b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> of the following promptly and within the <b>period of insurance</b> , or at the latest within 14 days after it expires for any problem <b>you</b> first become aware of in the seven days before expiry: <ol style="list-style-type: none"><li>a. <b>your</b> first awareness of anything, including any actual or alleged shortcoming in <b>your</b> work, which is likely to lead to a claim against <b>you</b>. This includes any criticism of <b>your</b> work even though regarded by <b>you</b> as unjustifiable.<br/><br/>If <b>we</b> accept <b>your</b> notification <b>we</b> will regard any subsequent claim as notified to this insurance;</li><li>b. any claim or threatened claim against <b>you</b>;</li><li>c. <b>your</b> discovery, or the existence of reasonable grounds for <b>your</b> suspicion, that any partner, director, employee, sub-contractor or outsourcer has acted dishonestly;</li></ol> |
|                     | 2. When dealing with <b>your</b> client or a third party, <b>you</b> must not admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement. If <b>you</b> do, <b>we</b> may reduce any payment <b>we</b> make under this <b>policy</b> by an amount equal to the detriment <b>we</b> have suffered as a result.   |

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<b>Control of defence</b>	<p>This is a duty to defend section. This means that <b>we</b> have the right and duty to defend <b>you</b> against any claim or part of a claim brought against <b>you</b> which is covered by this section and which <b>we</b> consider <b>you</b> have reasonable prospects of successfully defending.</p> <p>If <b>we</b> do not consider that <b>you</b> have reasonable prospects of defending a claim or part of a claim <b>we</b> have the right but not the obligation to take control of and conduct in <b>your</b> name, the investigation, settlement or defence of the claim or part of the claim. Proceedings will only be defended taking into account the commercial considerations of the costs of defence. <b>We</b> may request that an opinion be obtained from a mutually agreed Queen's Counsel, or equivalent in a different jurisdiction, as to the prospects of <b>you</b> successfully defending a claim or part of a claim. Such opinion shall be binding on <b>you</b> and <b>us</b>. The costs of obtaining such opinion shall be met by <b>us</b>.</p>
Appointment of legal representation	If a covered or partially covered claim is brought against <b>you</b> , then <b>we</b> have the right to appoint suitably qualified legal representation to defend <b>you</b> . <b>We</b> may appoint <b>your</b> own solicitor but on a similar-fee basis as <b>our</b> solicitor and only for work done with <b>our</b> prior written approval.
Partially covered claims	If a claim which is only partially covered by this section is brought against <b>you</b> , amounts relating to the non-covered parts of the claim will be deducted from <b>our</b> final settlement. <b>We</b> and <b>you</b> agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If <b>you</b> and <b>we</b> cannot agree on a fair allocation, <b>you</b> and <b>we</b> agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.
Payment of full limit of indemnity	<b>We</b> have no duty to defend <b>you</b> against any claim where <b>we</b> pay <b>you</b> the applicable limit of indemnity as described in <b>How much we will pay</b> , Paying out the limit of indemnity.
Payment of excess	<b>Our</b> duty to make any payment under this section arises only after the applicable <b>excess</b> is fully paid. The <b>excess</b> will only be eroded by the covered parts of a claim.

# Public and products liability (charity and not-for-profit)

Policy wording

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

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## Special definitions for this section

<b>Abuse or molestation</b>	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.
<b>Abuse or molestation retroactive date</b>	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Computer system</b>	Any computer network, hardware, software, information technology and communications system, including any email, intranet, extranet, website or data held electronically.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Drone</b>	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
<b>Employee</b>	Any person working for <b>you</b> in connection with <b>your activities</b> who is: <ol style="list-style-type: none"><li>employed by <b>you</b> under a contract of service or apprenticeship;</li><li>hired to or borrowed by <b>you</b>;</li><li>under <b>your</b> control or supervision and is self-employed or working on a labour-only basis;</li><li>engaged by labour-only sub-contractors;</li><li>a labour master or a person supplied by him;</li><li>engaged under a work experience or training scheme;</li><li>a voluntary worker engaged with <b>your</b> permission.</li></ol>
<b>Fundraising activities</b>	The following fundraising activities arranged by <b>you</b> that occur within the <b>geographical limits</b> : <ol style="list-style-type: none"><li>clerical and non-manual work;</li><li>domestic work, including domestic gardening and car cleaning but not building alterations or repair;</li><li>exhibitions, craft fairs or fetes;</li><li>sponsored walks or hikes;</li><li>charity dinners, luncheons or quiz nights;</li><li>family fun days;</li><li>any other activity not specifically excluded in this section of the <b>policy</b>.</li></ol>
<b>Inefficacy</b>	The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.
<b>Misuse of a computer system</b>	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 <b>computer system</b> .
<b>Personal injury</b>	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .
<b>Property damage</b>	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.

**Your activities**

**Your** activities, including **fundraising activities**, declared to and accepted by **us**, undertaken with **your** full knowledge and authority and under **your** control or the control of an authorised **employee**.

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**What is covered**

Claims against you

If, as a result of **your activities**, any party brings a claim against **you** for:

- a. **bodily injury**, other than **abuse or molestation**, or **property damage** occurring during the **period of insurance**;
- b. **personal injury** or **denial of access** committed during the **period of insurance**;

**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

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

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

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

Overseas personal liability

**We** will indemnify **you** and if **you** so request, any of **your** directors, partners, 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:

- a. arises out of:
  - i. any loss of a third-party's key or electronic pass card;
  - ii. any failure to secure a third-party's premises;
  - iii. the ownership or occupation of land or buildings; or
- b. is covered by any other insurance.

Claims against principals

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

- a. party individually stated in the Public and products liability section of the schedule under Named third parties; or
- b. other party with whom **you** have entered into a contract or agreement in connection with **your activities**;

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:

- 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	If more than one insured is named in the schedule, <b>we</b> will deal with any claim as though a separate policy had been issued to each of them provided that <b>our</b> liability in the aggregate shall not exceed the applicable limit of indemnity stated in the schedule.
Criminal proceedings costs	If, during the <b>period of insurance</b> , any governmental, administrative or regulatory body brings any criminal or regulatory action or proceedings against <b>you</b> or any <b>employee</b> directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action or proceedings. However, <b>we</b> will only pay the costs incurred to defend any allegations of <b>abuse or molestation</b> covered under this section up to the date of any judgment or other final adjudication against the <b>employee</b> or an admission by the <b>employee</b> that an act of <b>abuse or molestation</b> did occur.
Loss of third-party keys	If, during the <b>period of insurance</b> and as a result of <b>your activities</b> , <b>you</b> lose any key or electronic pass card belonging to a third-party for which <b>you</b> are legally responsible, and that party brings claim against <b>you</b> , <b>we</b> will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards.
Failure to secure third-party premises	If, during the <b>period of insurance</b> , <b>you</b> fail to secure the premises of a third-party where <b>you</b> have been carrying out <b>your activities</b> , and that party brings claim against <b>you</b> , <b>we</b> will pay the sums <b>you</b> have to pay as compensation to such third-party, provided that <b>you</b> have taken reasonable steps to secure the premises as required by that third-party.
Unauthorised use of third-party telephones by your employees	If, during the <b>period of insurance</b> and as a result of <b>your activities</b> , any of <b>your employees</b> uses a third-party's telephone system without authority, including any mobile or internet-based telephone network, and that party brings claim against <b>you</b> , <b>we</b> will pay the sums <b>you</b> have to pay as compensation to such third-party, provided that <b>we</b> are notified within three months of the unauthorised use.
Defective Premises Act	<p>If, during the <b>period of insurance</b>, <b>you</b> dispose of any premises in connection with <b>your activities</b> and any party brings a claim against <b>you</b> under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975, <b>we</b> will pay for the sums <b>you</b> have to pay as compensation. <b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p> <p><b>We</b> will not in any event make any payment for any:</p> <ol style="list-style-type: none"><li>liability where <b>you</b> are entitled to cover under any other insurance;</li><li>costs of remedying any actual or alleged defect, which if not remedied may result in a claim.</li></ol>

#### Additional cover

Court attendance compensation	If any of <b>your</b> directors, partners, trustees, committee members, senior managers or officers in actual control of <b>your</b> operations or any other <b>employee</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day that their attendance is required by <b>our</b> solicitor.
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#### What is not covered

Property for which you are responsible	<p>A. <b>We</b> will not make any payment for any claim or part of a claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"><li>loss of or damage to any property belonging to <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to:<ol style="list-style-type: none"><li>vehicles or personal effects belonging to <b>your employees</b> or visitors, while on <b>your</b> premises;</li><li>premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your activities</b>;</li><li>premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement;</li><li>loss of a third-party's keys or electronic pass cards.</li></ol></li><li>the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, <b>drone</b>, hovercraft, 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.</li></ol> <p>This does not apply to:</p> <ol style="list-style-type: none"><li>any <b>tool of trade</b>;</li></ol>
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		b. the loading or unloading of any vehicle off the highway.
Injury to employees	3.	<b>bodily injury</b> to any: <ol style="list-style-type: none"> <li>a. <b>employee</b>; or</li> <li>b. person supplied by <b>you</b> to a client under contract which occurs anywhere other than at <b>your</b> premises.</li> </ol>
Pollution	4.	<ol style="list-style-type: none"> <li>a.           <ol style="list-style-type: none"> <li>i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or</li> <li>ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b>; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b>;</li> </ol> </li> <li>b. any <b>pollution</b> occurring in the United States of America or Canada.</li> </ol>
Misuse of a computer system	5.	any <b>misuse of a computer system</b> or transmission of a computer <b>virus</b> .
Professional advice	6.	designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by <b>you</b> .
Treatment or care	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 <b>your activities</b> .
Tour operator's liability	8.	any <b>activities</b> activity where <b>you</b> are deemed in law to be liable, purely as a result of: <ol style="list-style-type: none"> <li>a. the Package Travel, Package Holidays and Package Tours Regulations 1992;</li> <li>b. any similar or successor legislation; or</li> <li>c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.</li> </ol>
Your products	9.	the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts.
	10.	<ol style="list-style-type: none"> <li>a. any <b>products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b>;</li> <li>b. any <b>products</b> 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 <b>products</b>;</li> <li>c. any <b>products</b> relating to <b>drones</b> or self-balancing motorised scooters.</li> </ol>
Inefficacy	11.	<b>inefficacy</b> .
Deliberate or reckless acts	12.	any act, breach, omission or infringement <b>you</b> 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 <b>you</b> to a client under contract.
Contracts	14.	<b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
War or nuclear	15.	<b>war</b> or <b>nuclear risks</b> .
Terrorism	16.	<b>terrorism</b> .
Asbestos	17.	<b>asbestos risks</b> .
Hazardous activities	18.	<ol style="list-style-type: none"> <li>a. any activity involving the use of or provision of any:           <ol style="list-style-type: none"> <li>i. mechanically driven rides or any activities at speeds exceeding ten miles per hour;</li> <li>ii. playground equipment or inflatable play equipment including bouncy castles, slides and rides;</li> <li>iii. fireworks, bonfires, pyrotechnics, sparklers, airborne lanterns, sky candles or wish lanterns;</li> <li>iv. weapons;</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>v. sporting or roller skates, roller blades, skateboards or other boards used for sporting activities;</li> </ul>
	<ul style="list-style-type: none"> <li>b. any activity taking place: <ul style="list-style-type: none"> <li>i. in or on water;</li> <li>ii. underground; or</li> <li>iii. more than five metres above ground when outside a building or structure or five metres from floor level when inside a building or structure;</li> </ul> </li> <li>c. aerial activity of any kind, including bungee jumping;</li> <li>d. winter sports, including skiing, ice skating and the use of bobsleighs or skeletons;</li> <li>e. any kind of race, endurance test, strength test, assault or obstacle course which is known to carry a significantly increased risk of <b>bodily injury</b>, including marathons, biathlons, triathlons, iron man competitions, mountain bike races, weightlifting or commando challenges;</li> <li>f. horse riding or any other equestrian activities;</li> <li>g. gymnastics or trampolining;</li> <li>h. extreme activity, including mountaineering, rock-climbing or potholing;</li> <li>i. any activity that requires the use of guides or ropes, other than tug-of-war;</li> <li>j. any contact sport or professional sports of any kind,</li> </ul> <p>unless declared to and accepted by <b>us</b>.</p>
	B. <b>We</b> will not make any payment for:
Restricted recovery rights	1. that part of any claim where <b>your</b> 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 <b>you</b> : <ul style="list-style-type: none"> <li>a. resulting from any of <b>your activities you</b> undertake in any country outside the <b>geographical limits</b>; or</li> <li>b. for <b>bodily injury</b> or <b>property damage</b>, arising from any <b>products</b>, occurring in any country outside the <b>geographical limits</b>.</li> </ul>
Excess	5. the amount of any relevant <b>excess</b> .

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**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 <b>you</b> for <b>abuse or molestation</b> , the most <b>we</b> will pay is the amount stated in the schedule for the total of all such claims and their <b>defence costs</b> .
Product	For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> .
Pollution	For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount stated in the schedule.
Claims brought against you	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such

in USA or Canada	claims and their <b>defence costs</b> .
Criminal proceedings costs	The most <b>we</b> 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 <b>you</b> and <b>your employees</b> during the <b>period of insurance</b> .
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 <b>we</b> will pay is the amount stated in the schedule for the total of all such claims and their <b>defence costs</b> .
<b>Additional cover</b>	
Court attendance compensation	<b>We</b> will pay <b>you</b> compensation, as stated in the schedule, for each day or part day that any of <b>your</b> directors, partners, trustees, committee members, senior managers or officers in actual control of <b>your</b> operations or other <b>employees</b> are required to attend court in relation to a claim covered under this section. The most <b>we</b> 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 <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for those claims or their <b>defence costs</b> .

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## Your obligations

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

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## Control of defence

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



# Crisis containment

Policy wording

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

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## Special definitions for this section

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

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## What is covered

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

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## What is not covered

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

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

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## How much we will pay

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

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

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**Your obligations**

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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