



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**.

Richard O'Dwyer

Managing Director, Hiscox Ireland

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 Ireland Customer Relations either in writing at:

Hiscox Ireland Customer Relations
Hiscox SA (Irish branch)
The Observatory
7-11 Sir John Rogerson's Quay
Dublin 2
D02 VC42
Republic of Ireland

or by telephone on +353 1800 901 903
or by email at customerrelations.ireland@hiscox.com

If you remain dissatisfied after the internal complaint resolution process and if you are a consumer (as defined in the Financial Services and Pensions Ombudsman Act 2017) you have the right to refer your complaint to the Financial Services and Pensions Ombudsman. The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolves complaints with pensions providers and regulated financial services providers.

Contact details:
Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin
D02 VH29

Phone: +353 1 567 7000
Email: info@fspoi.ie
Web: www.fspoi.ie

If you have purchased your policy online you can also make a complaint via the EU's ODR online dispute resolution platform. The website for the ODR platform is: <http://ec.europa.eu/odr>. Alternatively, you can also contact:

Commissariat aux Assurances
7, boulevard Joseph II
L-1840 Luxembourg

Email: caa@caa.lu

Insurance Ombudsman
ACA
12, rue Erasme
L - 1468 Luxembourg

Phone: +352 44 21 44 1
Fax: +352 44-02-89
Email: mediateur@aca.lu



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Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning +353 (0) 1238 1800 or by emailing us at dataprotectionofficer@hiscox.com.

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

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

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

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">1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of;2. asbestos, asbestos fibres or material containing asbestos; or3. exposure to asbestos, asbestos fibres 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.
Computer or digital technology	Any program , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
Computer or digital technology error	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none">1. use, creation, handling, entry, modification or maintenance of; or2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, any computer or digital technology.
Cyber attack	Any digital attack which is designed to: <ol style="list-style-type: none">1. gain access to;2. extract information from;3. cause damage to; or4. disrupt access to or the operation of: any computer or digital technology, including but not limited to any: <ol style="list-style-type: none">a. virus;b. malicious search engine optimization;c. malicious clicking on any pay-per-click links;d. crypto-jacking; ore. denial of service attack or distributed denial of service attack.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
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 stated in the schedule.
Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none">1. computer or digital technology; or2. data held electronically by you or on your behalf.
Nuclear risks	<ol style="list-style-type: none">1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;2. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;3. all operations carried out on any site or premises on which anything in a. or b. above is located.



General terms and conditions

Policy wording

Period of insurance	The time for which this policy is in force as stated in the schedule.
Personal data	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation.
Policy	This insurance document and the schedule, including any endorsements .
Programs	A set of instructions written in a computer language which tells a computer or digital technology how to process data or interact with ancillary equipment.
Social engineering communication	Any request directed to you by a person improperly seeking to obtain possession, access to, or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to, where such person improperly: <ol style="list-style-type: none">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 virtual currency, money, securities, data or property had they made such a request; or2. assumes the identity of another person who you reasonably believe exists and would be lawfully entitled to possession of or access to, or to authorise transactions in respect of such virtual currency, money, securities, data or property had they existed and made such request.
Space perils	Conditions in space, including but not limited to the presence of electromagnetic radiation, charged particles emitted by the sun or other celestial bodies or the impact of extra-terrestrial objects that can affect human activity and technology.
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">1. is committed for political, religious, ideological or similar purposes; and2. is intended to influence any government or to put the public, or any section of the public, in fear; and<ol style="list-style-type: none">a. involves violence against one or more persons; orb. involves damage to property; orc. endangers life other than that of the person committing the action; ord. creates a risk to health or safety of the public or a section of the public; ore. is designed to interfere with or to disrupt an electronic system.
Virus	Programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware and other malicious software or viruses.
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 insurer named in the schedule.
You/your	The insured named in the schedule.

IMPORTANT NOTICE: THE FOLLOWING GENERAL TERMS AND CONDITIONS APPLY ONLY TO CONSUMERS FALLING WITHIN THE DEFINITION OF 'CONSUMER' IN THE CONSUMER INSURANCE CONTRACTS ACT 2019 I.E.:

1. A NATURAL PERSON, NOT ACTING IN THE COURSE OF BUSINESS;
2. A SOLE TRADER, PARTNERSHIP, TRUST CLUB OR CHARITY (NOT BEING A BODY CORPORATE), WITH AN ANNUAL TURNOVER IN ITS PREVIOUS FINANCIAL YEAR OF €3 MILLION OR LESS; OR
3. AN INCORPORATED BODY THAT:
 - A. HAD AN ANNUAL TURNOVER IN ITS PREVIOUS FINANCIAL YEAR OF €3 MILLION OR LESS; AND
 - B. IS NOT A BODY CORPORATE THAT IS A MEMBER OF A GROUP OF COMPANIES WITH A COMBINED ANNUAL TURNOVER (IN THE PREVIOUS FINANCIAL YEAR OF THE GROUP OF COMPANIES), OF GREATER THAN €3 MILLION.

NON-CONSUMERS SHOULD REFER BELOW TO THE GENERAL TERMS AND CONDITIONS – NON-CONSUMERS.

Conditions precedent

General condition 7, below and General claims condition 1 and the conditions shown in each section under the heading **your obligations** are all conditions precedent to **our liability**. **We** may not make any payment, or may reduce the amount of any payment under this insurance if **you** fail to comply with all the requirements of those conditions.

General conditions

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

Representations

1. Any statement of opinion or statement as to the existence of a state of affairs made by **you** in connection with this **policy** shall have effect solely as a representation made by **you** prior to entering into this **policy**.

Pre-contractual duty of disclosure

2. In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**.

You must answer all questions that **we** ask **you** before entering into the **policy** or on renewal honestly and with reasonable care.

Where **we** ask **you** to answer a specific question, the subject matter of the question is material to the risk **we** are undertaking or the calculation of the premium or both.

If **you** fail to answer the questions **we** ask honestly and with reasonable care, **we** shall be entitled to the remedies as set below if the non-disclosure of material information was an effective cause of **us** entering into this **policy**, and on these terms.

Provided that **you** have discharged this duty of disclosure before entering into the **policy** or a previous renewal, then at renewal **you** are only required to provide **us** with the additional information that **we** expressly request. If **you** do not provide any new information in response to **our** request and **you** continue to pay the renewal premium, **we** shall presume that the information **you** previously provided has not altered.

Renewal of **your policy** does not remedy any previous breach of **your obligations** under this clause.

Misrepresentation and remedies

3. If **you** or anyone acting on **your behalf** provided an answer to a question posed by **us** before entering into the **policy** or on renewal and that answer involved a misrepresentation, then **our remedies** shall depend on the nature of the misrepresentation as follows:
 - a. If such answer involves an innocent misrepresentation (that is, one that was neither negligent nor fraudulent) and a claim has been made under the **policy**, **we** will pay **your claim** subject to the **policy** terms and conditions and will not avoid the **policy** on the ground that there was a misrepresentation;
 - b. If such answer involves a negligent misrepresentation (that is, one that was not fraudulent):
 - i. If **we** would not have entered into this **policy** on any terms, **we** may treat this **policy** as having been void from the date **we** entered into the **policy** and



General terms and conditions - consumers

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	<p>refuse all claims, in which case we will return the premium to you;</p> <p>ii. If we would have entered into this policy but on different terms (other than terms relating to the premium), this policy will be treated as if it had been entered into on those different terms from the outset, if we so require;</p> <p>iii. If we would have entered into this policy (whether the terms relating to matters other than the premium would have been the same or different) but would have charged a higher premium, we may reduce proportionately the amount to be paid on a claim; or</p> <p>iv. Where there are no outstanding claims under your policy, we can choose one of the remedies (i), (ii) or (iii) above, or choose to terminate the policy by giving you reasonable notice.</p> <p>c. If such answer involves a fraudulent misrepresentation and a claim has been made under the policy, or where your conduct involves fraud of any other kind, we will be entitled to treat this policy as having been void from its inception and we are not required to return the premium.</p>
Alteration of risk and material changes	<p>4. We may refuse a claim made by you where there is a change in the subject matter of the contract of insurance and circumstances have changed to the extent that the new risk is something which we did not agree in writing to cover by an express term of the policy, endorsement, written confirmation or otherwise.</p>
Suspensive conditions	<p>5. Any term in the policy or other documents issued by us that imposes a continuing restrictive condition on you shall be treated as a suspensive condition, and a breach of that term will suspend our liability under the policy from the time of the breach until the time when the breach is remedied, if it is capable of being remedied. We will have no liability to you for any claim if the loss occurs during the period when our liability is suspended.</p> <p>If a breach of a continuing restrictive condition has not increased the risk of the loss that has occurred (being the loss for which you are making a claim under the policy), our liability will not be suspended and we will still be liable subject to other terms and conditions of the policy.</p> <p>This clause applies to any term in the policy that has the effect of reducing the risk in the policy relating to:</p> <p>a. a particular type of loss;</p> <p>b. loss at a particular time; or</p> <p>c. loss in a particular location.</p> <p>Any breach by you of the type of term in (a), (b) or (c) above shall only suspend our liability in respect of that particular type of loss, or loss at a particular time or loss in a particular location, and if the breach has been remedied by the time the loss giving rise to the claim has occurred we will be liable for your claim, subject to the other terms and conditions of the policy.</p>
Due diligence	<p>6. 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.</p>
Premium payment	<p>7. We will not make any payment under this policy unless you have paid the premium.</p>
Right to withdraw: cooling-off period/ cancellation	<p>8. You may cancel this policy by giving us notice of the cancellation in writing within 14 working days after the date when you are informed that the policy has been concluded. If you cancel the policy, you will be released from any further obligation arising from the policy and we will not impose any financial cost on you other than the costs of the premium for the period of cover.</p> <p>We may cancel the policy by giving 30 days written notice. If we have agreed that you can pay us the premium by installments and we have not received an installment 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 the premium installments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p> <p>Where we notify you that we are cancelling the policy, we will repay the balance of the premium for the unexpired term of the policy without imposing any financial cost on you</p>



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	<p>and will provide the reason or reasons for the cancellation.</p>
Third party rights	<p>8. You and we are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Consumer Insurance Contracts Acts 2019.</p> <p>A third-party has all of the rights as set out in the Consumer Insurance Contracts Act 2019, including the right to request information from the insurer and the right to make a claim in the circumstances set out in and in accordance with the Consumer Insurance Contracts Act 2019.</p>
Multiple insureds	<p>9. 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>
Subrogation	<p>10. We will not exercise our subrogation rights against some other person if that other person does not have insurance in respect of their liability to you, and where you have decided not to exercise your rights against that other person because:</p> <ul style="list-style-type: none">a. you and that other person are members of the same family or cohabitants, orb. you expressly or impliedly consented to the use, by that other person, of a motor vehicle that is the subject matter of the policy. <p>If that other person does have insurance in respect of their liability to you, we are entitled to exercise our subrogation rights against that other person, but we will not recover more than the amount that that other person may recover under any liability insurance in respect of the loss.</p> <p>Notwithstanding the above, we are entitled to exercise our subrogation rights against that other person where the conduct of that other person which gave rise to the loss was serious or willful misconduct.</p> <p>We will not exercise any rights of subrogation against your employee unless the loss was caused by the employee intentionally or recklessly and with knowledge that the loss would probably result.</p> <p>Notwithstanding any provision of this policy, any amounts recovered when exercising our rights of subrogation in respect of loss shall be distributed in accordance with the Consumer Insurance Contracts Act 2019.</p>
Aggregate limit	<p>11. 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> <p>If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.</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>
Other insurance	<p>13. 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>
Governing law	<p>14. This policy is governed by the laws of Ireland.</p>



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Arbitration

15. 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. The arbitrator will be an experienced Irish barrister or practicing solicitor. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland. If **you** do not refer a dispute within one year, **you** will be considered to have abandoned **your** dispute.

Sanctions

16. **We** will not make any payment under this **policy** if making such payment would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



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General claims conditions

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

Your obligations

1. **We** may not make any payment under this **policy** or may reduce the amount of any payment if **you** fail to:
 - a. give **us** prompt notice of any claim or threatened claim or anything which is likely to give rise to a claim under this **policy** against **you**, in accordance with the terms of each section;
 - b. 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 or any potential subsequent claim.
 - c. subject to the General Condition on Subrogation above, give **us** all assistance which **we** may reasonably require to pursue recovery of amounts we may become liable to pay under this **policy**, in **your** name but at **our** expense

Claims co-operation

It shall be a continuing restrictive condition of the **policy** that **you** shall co-operate with **us** in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.

Notification of claims

We will not refuse to pay a claim solely on the basis that **you** have failed to comply with a specified notification period, provided that **your** failure to comply with the specified notification period does not prejudice **us** in any way.

Fraudulent claims

If a claim contains information that is false or misleading in any material respect which **you** either know or consciously disregard whether it is false or misleading, **we**:

1. shall be entitled to refuse to pay the claim; and
2. shall be entitled to terminate the **policy** by giving notice to **you**, and the **policy** will be treated as terminated from the date that **you** submitted the fraudulent claim, and **we** shall refuse liability for any claim made after the fraudulent claim and retain **your** premium.

This does not affect **your** rights in relation to any valid claim made under this **policy** before the date of any fraudulent claim or where fraudulent evidence or information is submitted or adduced in support of a valid claim.

IMPORTANT NOTICE: THE FOLLOWING GENERAL TERMS AND CONDITIONS APPLY ONLY TO NON-CONSUMERS

Conditions precedent

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

General conditions

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

Basis of insurance

1. Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure **you** is incorporated into and forms the basis of this **policy**.
All facts and matters which might be relevant to **our** consideration of **your** proposal must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.

Change of circumstances

2. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy**. (A material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance.) **We** may then change the terms and conditions of this **policy**.

Due diligence

3. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair.

Premium payment

4. **We** will not make any payment under this **policy** unless **you** have paid the premium.

Cancellation

5. **You** or **we** can cancel the **policy** by giving 30 days written notice. **We** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under €10.
If we have agreed that **you** can pay **us** the premium by installments 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 installments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

Multiple insureds

6. The most **we** will pay is the relevant amount shown in the schedule.
If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.
You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

Aggregate limit

7. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.
If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.



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- Cover under multiple sections 8. 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.
- Other insurance 9. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.
- Governing law 10. This **policy** will be governed by the laws of Ireland.
- Arbitration 11. Any dispute arising out of or relating to this insurance, including over its construction, application, and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. The arbitrator will be an experienced barrister or practicing solicitor. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland. If **you** do not refer a dispute within one year, **you** will be considered to have abandoned **your** dispute.
- Sanctions 12. **We** will not make any payment under this **policy** if making such payment would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General claims conditions

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

- Your obligations 1. **We** will not make any payment under this **policy** unless **you**:
- give **us** prompt notice of any claim or threatened claim or anything which is likely to give rise to a claim under this **policy** against **you**, in accordance with the terms of each section;
 - give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
 - make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim or any potential subsequent claim;
 - give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.
- Fraud 2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.
- Recovering a loss payment 3. **We** shall be entitled at **our** discretion to take over and conduct in **your** name the investigation, defence, pursuit or settlement of any claim.
- We** shall be entitled to pursue recovery of payments made under this insurance, in **your** name but at our expense, and **you** must give **us** all assistance **we** may reasonably require.



Professional indemnity for technology companies

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

Special definitions for this section

Advertising	Advertising, publicity, or promotion in or of your products or services, including online.
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Business activities	The activities shown in the schedule, which you perform in the course of your business .
Claim	Any written assertion of liability or any written demand for financial compensation or injunctive relief first made against you within the applicable courts .
Client	Any person or entity with whom you have contracted to provide services or deliverables that expressly fall within your business activities .
Defence costs	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim but not including any overhead costs, general business expenses, salaries, or wages incurred by you or any other person or entity entitled to coverage under this section.
Employee	An individual performing employment duties solely on your behalf in the ordinary course of your business activities 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 business activities . You and your independent contractors will not be treated as employees under this section.
Liquidated damages	A sum of money, or mechanism for calculating such sum, agreed between you and your client by contract as the amount payable by you in the event of a specified breach of such contract provided that, at the time the sum or mechanism was agreed, it represented a fair and reasonable estimate of your client's loss in the event of your breach of the contract.
Loss	Any financial harm caused to your business .
Pollution	Any pollution or contamination, including but not limited to noise, electromagnetic fields, radiation, radio waves, pyrite, mica or mould.
Potential claim	Any matter likely to lead to a claim covered under this section.
Retroactive date	The date stated as the retroactive date in the schedule. For any subsidiary acquired by you during the period of insurance the retroactive date will be the date of acquisition.
Subsidiary	An entity: <ol style="list-style-type: none">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; or2. domiciled in the European Economic Area (EEA) or the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man which you acquire during the period of insurance:<ol style="list-style-type: none">a. where the turnover at the date of acquisition is less than 20% of your existing turnover; andb. where the acquired entity's business is the same as yours; andwhich 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.
You/your	Also includes: <ol style="list-style-type: none">1. any person who was, is or during the period of insurance becomes your partner, director, trustee, in-house counsel or senior manager in actual control of your operations; or2. any subsidiary.

What is covered

Claims against you	If during the period of insurance , and as a result of your business activity or advertising on or after the retroactive date within the geographical limits , a claim is first brought against you for any actual or alleged:
Breach of contract and liquidated damages	1. breach of any contract between you and your client , including any service level agreement forming part of such contract, or any claim for liquidated damages , where the claim is brought by your client .
Intellectual property infringement	2. intellectual property infringement including but not limited to: <ul style="list-style-type: none"> a. infringement of copyright, trademark, patent, trade dress, publicity rights, moral rights or design rights; b. cyber-squatting violations; c. any act of passing-off; d. misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork; e. misappropriation of a trade secret.
Negligence	3. negligence or breach of any duty to use reasonable care and skill, including but not limited to negligent misrepresentation or negligent loss of or damage to any third-party document, data or information for which you are responsible.
Breach of confidentiality	4. breach of any duty of confidence, invasion of privacy, or violation of any other legal protections for personal information.
Defamation	5. defamation, trade libel, product disparagement, or malicious falsehood.
Dishonesty	6. dishonesty of employees or sub-contractors or outsourcers directly contracted to you or under your supervision.
Civil liability	7. any other civil liability; we will pay the amount agreed by you and us through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a claim or the amount to satisfy a judgment or arbitration award against you including any judgment or award ordering the payment of claimant's lawyers' fees and costs. We will also pay defence costs in respect of covered claims against you .
Sub-contractors or outsourcers	We will indemnify you against any claim falling within the scope of What is covered , Claims against you , which is brought as a result of business activity undertaken on your behalf by any sub-contractor or outsourcer.
Network security and personal data events	We will also indemnify you if, during the period of insurance and as a result of your business activity or advertising , a claim is brought against you for any actual or alleged: <ul style="list-style-type: none"> 1. transmission of malicious software including, but not limited to, a computer virus, worm, logic bomb or Trojan horse; 2. denial of service attack against a third-party; 3. unauthorised acquisition, access, use, or disclosure of personal data or confidential corporate information that is held or transmitted in any form; 4. prevention of authorised electronic access to any computer system, personal data or confidential corporate information.
Payments toward your outstanding fees	If: <ul style="list-style-type: none"> a. your client refuses to pay you contractually agreed fees (including any amount you are legally liable to pay a sub-contractor at the date your client first refuses to pay); and b. you satisfy us that your client intends to make a claim against you for an amount covered by this section that is greater than the amount you are owed;



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then **we** will pay the amount **you** are owed above the amount of the **excess** (excluding any amount for **your** lost profit, mark-up and liability for taxes or its equivalent) if **you** satisfy **us** that **our** payment is reasonably likely to fully and finally resolve all known **claims** and **potential claims** by that **client**.

If subsequently a **claim** is still made against **you** following **our** payment of **your** outstanding fees, these payments will be a credit against any amounts payable by **us** in the defence or resolution of that **claim** and will also be deducted from the remaining limit of indemnity for that **claim**.

Your own losses

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 shown in the schedule.

What is not covered

- A. **We** will not make any payment for any **claim** or **loss** directly or indirectly due to:
- Commercial disputes
 - 1. any commercial dispute with **your** business partner or business associate, including but not limited to any reseller, distributor, original equipment manufacturer, third-party sales agent, systems integrator, or joint venture partner, but only to the extent such a **claim** is based upon:
 - a. a commission or royalty, or any other term upon which such partner or associate is to be compensated in connection with doing business with **you**, or any compensation or remuneration promised or owed by **you** pursuant to those terms; or
 - b. **your** decision to cease doing business with such a partner or associate.
 - Repair/replace/recall
 - 2. any costs or expenses involved in the repair, upgrade, correction, recall or replacement of any software, hardware, firmware, or associated network cabling including any costs or expenses relating to **your** legal obligation to comply with an injunction.
 - Bodily injury
 - 3. any death or bodily or mental injury or disease suffered or alleged to be suffered by anyone.

However, this exclusion does not apply to any portion of any **claim**:

 - a. seeking damages for mental anguish or distress where such damages solely stem from a covered **claim** for defamation, breach of privacy, or negligent publication; or
 - b. directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by **you** for a fee, provided that such **claim** is first brought within the **applicable courts** but always excluding USA or Canada.
 - Property damage
 - 4. loss, damage or destruction or loss of use of any tangible property, including but not limited to any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

However, this exclusion does not apply to any:

 - a. **claim** directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by **you** for a fee, provided that such **claim** is first brought within the **applicable courts** but always excluding the USA or Canada;
 - b. **claim** for, alleging or arising from damage to electronic data;
 - c. **loss** directly arising from any tangible document of **yours** which is necessary for the performance of **your business activities** and which is physically lost, damaged or destroyed while in **your** possession.
 - Chargeback
 - 5. any chargeback, liability, or fee incurred by you or your client as a result of a merchant service provider, including any credit card company or bank, wholly or partially reversing or preventing a payment transaction.
 - Government investigation/enforcement
 - 6. any governmental enforcement of any legislation, regulation or order from any regulatory authority.

However, this exclusion shall not apply to any otherwise covered **claim** from a federal, national, state, local or foreign government, agency or entity that is a **client** and has



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asserted the **claim** in its capacity as a **client** and not in its official governmental capacity.

- Infrastructure interruption
7. any failure or interruption of services provided to **you** by a third party service provider including but not limited to an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers.
- This exclusion does not apply to a failure or interruption of services provided directly by **you** as part of **your business activity** where the failure or interruption is not the result of or connected to a corresponding failure or interruption of services provided to you by a third party service provider.
- Stocks, accounts, taxation and fiduciary
8. any:
- a. liability or breach of any duty or obligation owed by **you** regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation;
 - b. liability or breach of any duty or obligation owed by **you** regarding any statement or representation (express or implied) contained in **your** accounts, reports or financial statements, or concerning **your** financial viability;
 - c. violation of any taxation, competition, restraint of trade or anti-trust law or regulation;
 - d. breach of any fiduciary duty owed by **you**.
- Pension and employee benefit schemes
9. any liability or breach of any duty or obligation owed by **you** in connection with the operation or administration of any health, pension or employee benefit scheme, plan, trust or fund.
- Insolvency
10. **your** insolvency or the insolvency of **your** suppliers.
- Sweepstakes, gambling or lotteries
11. **your** provision of any sweepstakes, gambling activities or lotteries.
- Matters insurable elsewhere
12. the ownership, possession or use of any land, building, animal, aircraft, watercraft or motor vehicle.
- Employees
13. anyone's employment with **you** or any breach of an obligation owed by **you** as an employer.
- Discrimination
14. any discrimination, harassment or unfair treatment.
- Directors and officers' liability
15. any liability or breach of any duty or obligation owed to **you** or **your** shareholders by any of **your** directors, officers, trustees or board members, including but not limited to:
- a. any allegation of insider trading;
 - b. any breach of any duty of corporate loyalty;
 - c. any statement, representation or information concerning **you** or **your business** contained in **your** accounts, reports or financial statements.
- Personal liability
16. any personal liability incurred by any director, officer, trustee, or board member of **yours** when acting in that capacity or managing **your business** other than when performing a **business activity** for a **client** or **advertising**.
- Dishonest or criminal conduct
17. any fraudulent, dishonest, malicious, reckless or criminal conduct intended to cause harm to another person or business (but not in respect of a defamation **claim**), or any knowing or wilful violation of a law, whether committed by **you** or committed by another whose conduct or violation of the law **you** have ratified or actively condoned or any act **you** knew, at the time **you** performed it, would give rise to a **claim** or **loss**.
- However, this exclusion will not apply unless:
- a. such conduct or wilful violation of the law has been established by a final adjudication



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- in any judicial, administrative, or alternative dispute resolution proceeding; or
- b. such conduct or wilful violation of the law has been established by **your** admission in a proceeding or otherwise; or
 - c. **you** or **we** discover evidence of such conduct or wilful violation of the law;
- at which time **you** shall reimburse **us** for all payments made by **us** in connection with such conduct or wilful violation of the law and all of **our** duties in respect of that entire **claim** shall cease.
- Pre-existing problems
18. anything, including any **potential claim** or any actual or alleged shortcoming in your work, likely to lead to a **claim** or **loss**, which you knew or ought reasonably to have known about before we agreed to insure you.
- War, terrorism, nuclear, asbestos, pollution or space perils
19. **war, terrorism, nuclear risks, asbestos risks, pollution or space perils.**
- Claims brought by a related party
- B. **We** will not make any payment for:
1. any **claim** brought by any person or entity falling within the definition of **you** or any party with a financial, executive or managerial interest in **you**, including any parent company or any party in which **you** have a financial, executive or managerial interest, including any subsidiary company.
However, this does not apply to a **claim** based on a liability to an independent third-party directly arising out of the performance of **your business activities**;
- Claims by current and former employees
2. any **claim** made against **you** by any person or entity that **you** currently employ or formerly employed, including but not limited to **employees**, sub-contractors or outsourcers.
However, this exclusion will not apply to any portion of any **claim**:
 - a. solely based on **business activities** performed when such person or entity was not working for **you**; or
 - b. based on a liability to an independent third-party directly arising out of the performance of **your business activities**.
However, this exclusion will not apply to any otherwise covered **claim** from an **employee**, sub-contractor or outsourcer that is brought entirely independently of that party's position as a **your employee**, sub-contractor or outsourcer.
- Punitive and exemplary damages
3.
 - a. punitive or exemplary damages, unless insurable in the jurisdiction where such award was first ordered; or
 - b. service credits, unless **we** agree to pay for such service credits as part of an agreed settlement in lieu of damages under **What is covered, Claims against you**.
- Fines and penalties
4. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages which **you** are legally obliged to pay, including but not limited to those imposed by any national, federal, state, or local governmental body or any licensing organisation.
- Claims outside the applicable courts
5. any **claim** including arbitration, brought outside the **applicable courts**.
This applies to proceedings in the **applicable courts** to enforce, or which are based on, a judgment or award from outside the **applicable courts**.
- Trading losses
6. any trading loss or trading liability including those arising from the loss of any **client**, account or business.
- Judicial review
7. costs incurred or awards of damages arising directly or indirectly from any claim or application for the judicial review of a decision, act or omission under Order 84 of the Rules of the Superior Courts 1986, as amended or as referred to in specialised statutory schemes of judicial review or any similar or successor rules or legislation.



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Patent and trade secret claims in USA/Canada

8. any **claim**, including arbitration, brought in the USA or Canada for any actual or alleged infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret. This also applies to any **claim**, including arbitration, brought outside of the USA or Canada to enforce, or which is based on, a judgment or award from the USA or Canada, regardless of whether such judgment or award is against **you** or a third party.

How much we will pay

We will pay up to the limit of indemnity for this section shown in the schedule unless limited below or otherwise shown in the schedule. **We** will also pay for **defence costs** incurred with **our** prior written agreement. 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.

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, 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.

You must pay the relevant **excess** shown in the schedule. The **excess** will only be eroded by the covered part of the **claim**.

Multiple claims from a single source

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

Special limits

Dishonesty, property damage and injury

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:

1. the dishonesty of **your** partners, directors, **employees**, sub-contractors or outsourcers;
2. the physical loss or destruction of or damage to tangible property; and
3. claims brought against **you** arising from the death, disease or bodily or mental injury of anyone.

Patent infringement

The most **we** will pay in total for **claims** arising from **your** infringement, use or disclosure of a patent is the amount shown in the schedule.

Trade secret misappropriation

The most **we** will pay in total for **claims** arising from **your** use, disclosure or misappropriation of a trade secret is the amount shown in the schedule.

Service credits

Where **we** pay service credits as part of an agreed settlement, **we** will only pay the cost to **you** of providing such credits. The amount **we** pay will not include **your** profit or mark-up. The amount **we** pay for the cost of service credits is included within, and not in addition to, the limit of indemnity.

You must pay the relevant **excess** shown in the schedule for each special limit.

Paying out the limit of indemnity

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

Your obligations

If a problem arises

You must notify **us** of any **claim** made against **you** or any **loss** as soon as practicable and within the **period of insurance** or at the latest within 14 days after it expires for any **claim** or **loss you** first became aware of in the seven days before expiry.

You must also notify **us** of **potential claims** under this section, such notification must be as soon as practicable and within the **period of insurance** or at the latest within 14 days after it expires, and must to the fullest extent possible identify the particulars of the **potential claim**, including identifying the potential claimant(s), the likely basis for liability, the likely demand for



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relief and any additional information about the **potential claim** that **we** reasonably request. If such a **potential claim** notification is made to **us** then **we** will treat any **claim** arising from the same particulars as that notification as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **period of insurance** has expired.

We will not make any payment, including any **defence cost** payment, toward any portion of any **claim** if **you**:

1. fail to ensure that **our** rights of recovery, including but not limited to any subrogated rights of recovery, against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts;
2. reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your client** or **you** are required by law or compelled by a court, or **you** otherwise have **our** prior written consent;
3. admit liability in connection with, make any settlement offer with respect to, or settle any **claim** under this policy without **our** prior consent.

Control of defence

Defence arrangements

This is a duty to defend section. This means that **we** have the right and duty to defend **you** against any **claim** or part of a **claim** brought against you which is covered by this section and which **we** consider **you** have reasonable prospects of successfully defending.

If **we** do not consider that **you** have reasonable prospects of defending a **claim** or part of a **claim** **we** have the right but not the obligation to take control of and conduct in **your** 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. **We** may request that an opinion be obtained from a mutually agreed senior counsel as to the prospects of **you** successfully defending a **claim** or party of a **claim**. Such opinion shall be binding on **you** and **us**. The costs of obtaining such an opinion shall be met by **us**.

Appointment of legal representation

If a covered or partially covered claim is brought against **you**, then **we** have the right to appoint suitably qualified legal representation to defend **you**. **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.

Partially covered claims

If a **claim** which is only partially covered by this section is brought against **you**, amounts relating to the non-covered parts of the **claim** will be deducted from **our** final settlement. **We** will not pay costs for any part of a **claim** not covered by this section. **We** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any **claim**. If **you** and **we** cannot agree on a fair allocation, **you** and **we** 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

We have no duty to defend **you** against any **claim** where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity.

Payment of excess

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

The General terms and conditions, as applicable 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.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Drone	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
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.
Mental injury	A diagnosed recognisable psychiatric injury.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including but not limited to noise, electromagnetic fields, radiation, radio waves, pyrite, mica or mould.
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.
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none"> bodily injury or property damage occurring during the period of insurance; personal injury or denial of access committed during the period of insurance; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs, but we will not pay costs for any part of a claim not covered by this section.</p>
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none"> has not, in our reasonable opinion, caused or contributed to the claim against them;



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

Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

Criminal proceedings costs

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

Additional cover

Court attendance compensation

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

What is not covered

Property for which you are responsible

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

- 1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. employees' or visitors' vehicles or effects while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
- 2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, **drones**, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

- a. any **tool of trade**;
- b. the loading or unloading of any vehicle off the highway.

Injury to employees

3. **bodily injury** to any person arising out of and in the course of their employment under a contract of employment/contract of service or apprenticeship with **you**.

Abuse

4. **abuse or molestation**.

Pollution

- 5. 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.

Cyber incident

- 6. or contributed to by, resulting from or in connection with any:
 - a. **cyber attack**;
 - b. **hacker**;
 - c. **social engineering communication**;
 - d. any fear or threat of 6.a. to 6.c. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way



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	relating to 6.a. to 6.d. above.
Computer or digital technology error	7. any computer or digital technology error .
Computer virus	8. transmission of a computer virus .
Professional advice/services	9. designs, plans, specifications, formulae, directions or advice prepared or given by you or professional services provided by you .
Your products	10 the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts. 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.
Contracts	13 your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	14 date recognition .
War, terrorism, nuclear, asbestos or space perils	15 war, terrorism, nuclear risks, asbestos risks or space perils .
Impact or contact sports	16 a. death or bodily injury to any person taking an active part in any sport involving the striking of an opponent with any part of the body or any implement including but not limited to fencing, boxing, kick boxing, karate, kung fu, kendo, mixed martial arts, taekwondo, pororesu, jujutsu, muay thai, judo, unifiight, judo and wrestling; b. death or bodily injury caused by the action or inaction of a participant(s) against another participant(s) taking an active part in any sport involving competitive physical contact between participants including but not limited to association football (soccer), Australian rules football, American football, rugby, hockey, ice hockey, lacrosse, hurling, water polo.
Treatment or care	17 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 .
Infrastructure interruption	18 any failure or interruption of services provided to you by a third party service provider including but not limited to an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers.
Personal data claims	19 the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data . B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.



Public and products liability

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| Non-compensatory payments | 2. fines and contractual penalties, punitive or exemplary damages. |
| Claims outside the applicable courts | 3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts. |
| Claims outside the geographical limits | 4. any claim brought against you resulting from work you undertake in any country outside the geographical limits . |

How much we will pay

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

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

Special limits

- | | | | | | |
|--|--|--|------|-----------------------|------|
| 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. We will also pay for defence costs for those claims until the limit of indemnity has been exhausted. You must pay the relevant excess shown in the schedule. | | | | |
| 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 , including any claims forming part of a series of other claims regarded as one claim under this section. The most we will pay for defence costs in relation to pollution claims is the amount shown in the schedule. You must pay the relevant excess shown 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 . You must pay the relevant excess shown in the schedule. | | | | |
| Criminal proceedings costs | The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance . | | | | |
| Court attendance compensation | We will pay you the following compensation for each day, or part day:
<table border="0"><tr><td>1. You or your partner or director</td><td>€325</td></tr><tr><td>2. Any other employee</td><td>€130</td></tr></table>
The most we will pay for the total of all court attendance compensation is €13000. | 1. You or your partner or director | €325 | 2. Any other employee | €130 |
| 1. You or your partner or director | €325 | | | | |
| 2. Any other employee | €130 | | | | |
| 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

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which is likely to give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.

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

by email to: hiscoxirelandclaims@hiscox.com; or

by post to: Hiscox SA (Irish branch), The Observatory, 7-11 Sir John Rogerson's Quay, Dublin 2 D02 VC42.
2. unless you notify **us** as soon as practicable of:
 - a. **your** discovery that **products** are defective;
 - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** client or a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Correcting problems

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

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.

Appointment of legal representation

We have the right, but not the obligation, to select and 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.

Partially covered claims

If a claim which is only partially covered by this section is brought against **you**, amounts relating to the non-covered parts of the claim will be deducted from **our** final settlement. **We** will not pay costs for any part of a claim not covered by this section. **We** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If **you** and **we** cannot agree on a fair allocation, **you** and **we** 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

We have no further duty to defend **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**. Paying out the limit of indemnity.

Payment of excess

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

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:
- crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
 - crisis containment costs** relating to any:
 - claim under any **Management liability – Employment practices liability** section;
 - employment claim under any **Management liability – Directors and officers** section or **Management liability - Trustees and individual liability** section.
 - costs which are covered under any other section of this **policy**.
 - any **crisis containment costs** directly or indirectly due to:
 - any incident, act, investigation or problem that affects **your** profession or industry; or
 - governmental regulations which affect another country or **your** profession or industry; or
 - 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
 - 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**.

Policy : HU PI6 8033736



Claims Information

This document provides the last 5 years of records as required under section 12 of Consumer Insurance Contracts Act 2019.

Please note that matters logged to our claims record/systems are not necessarily matters accepted by Hiscox as falling within the policy.

No Records

Premium Information

This document provides the last 5 years of records as required under section 12 of the Consumer Insurance Contracts Act 2019

Renewal date	Annual premium
<i>01/03/22</i>	<i>971.25</i>
<i>01/03/21</i>	<i>971.25</i>
<i>01/03/20</i>	<i>971.25</i>