



## 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.

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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**  
Managing Director, Hiscox UK and Ireland

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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

by telephone on 0800 116 4627/01904 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** may also have the right to refer **your** complaint to the Financial Services Ombudsman. For more information regarding the scope of the Financial Services Ombudsman, please refer to [www.financialombudsman.ie](http://www.financialombudsman.ie).

<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>	<ul style="list-style-type: none"> <li>a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li> <li>b. exposure to asbestos, asbestos fibres or materials containing asbestos; or</li> <li>c. 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> </ul>
<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>	<ul style="list-style-type: none"> <li>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li> <li>b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li> <li>c. all operations carried out on any site or premises on which anything in a. or b. above is located.</li> </ul>
<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>Programme</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>	<p>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:</p> <ul style="list-style-type: none"> <li>a. is committed for political, religious, ideological or similar purposes; and</li> <li>b. is intended to influence any government or to put the public, or any section of the public, in fear; and</li> <li>c. <ul style="list-style-type: none"> <li>i. involves violence against one or more persons; or</li> <li>ii. involves damage to property; or</li> <li>iii. endangers life other than that of the person committing the action; or</li> <li>iv. creates a risk to health or safety of the public or a section of the public; or</li> <li>v. is designed to interfere with or to disrupt an electronic system.</li> </ul> </li> </ul>
<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 insurer named in the schedule.

## General terms and conditions

You/your

The insured named in the schedule.

### Conditions precedent

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

### General conditions

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

Basis of insurance

1. Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure **you** is incorporated into and forms the basis of this **policy**.

All facts and matters which might be relevant to **our** consideration of **your** proposal must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.

Change of circumstances

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

Due diligence

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

Premium payment

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

Cancellation

5. **You** or **we** can cancel the **policy** by giving 30 days written notice. **We** will give **you** a pro rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under €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.

Other insurance

8. **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

9. Unless some other law is agreed in writing, this **policy** will be governed by the laws of Ireland.

## General terms and conditions

### Arbitration

10. 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 member of the Irish Bar. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland.

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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** will not make any payment under this **policy** unless **you**:
  - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
  - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
  - c. 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;
  - d. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

### Fraud

2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

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

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## Special definitions for this section

<b>Business activity</b>	The activities shown in the schedule, or proposal form, or in material representations agreed by us, which <b>you</b> perform in the course of <b>your business</b> .
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> , including representation at a coroner's inquest, arising out of the death of any patient of <b>yours</b> .
<b>Malpractice</b>	Any bodily injury, mental injury, illness, disease or death of any patient caused by any negligent act, error or omission committed by <b>you</b> : a. in the performance of a business activity; or b. in the course of a <b>samaritan act</b> .
<b>Samaritan act</b>	Treatment administered by <b>you</b> at the scene of a medical emergency, accident or disaster at which <b>you</b> are present either by chance or in response to a S.O.S. call following a disaster.
<b>You / your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner, director, senior manager, employee, member of the ethics committee, or volunteer performing activities in the course of <b>your business</b> .

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## What is covered

Claims against you	<p>If during the <b>period of insurance</b>, and as a result of <b>your business activity</b> within the <b>geographical limits</b> for clients, any party brings a claim against <b>you</b> or <b>your</b> employee or volunteer for:</p> <ol style="list-style-type: none"><li><b>malpractice</b>;</li><li>negligence or breach of a duty of care;</li><li>dishonesty of <b>your</b> individual partners, directors, employees or self-employed freelancers directly contracted to <b>you</b> and under <b>your</b> supervision;</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Avoiding a potential claim against you	<p>If <b>your</b> client has reasonable grounds for being dissatisfied with the work <b>you</b> have done, refuses to pay for any or all of it, including amounts <b>you</b> legally owe to sub-contractors at the date of the refusal, and threatens to bring a claim against <b>you</b> for more than the amount owed, it may be possible to settle the dispute with the client by <b>your</b> agreeing not to press for the disputed amount. If so, <b>we</b> will pay <b>you</b> the amount owed to <b>you</b> at that time if <b>we</b> believe that this will avoid a legitimate claim for a greater amount and <b>we</b> have given <b>our</b> prior written approval to settling in this way and for this amount.</p> <p>Alternatively, if it is not possible to reach agreement with the client on this basis but <b>we</b> still believe that by not pressing for the disputed amount <b>you</b> will avoid a legitimate claim or counterclaim for a greater amount, <b>we</b> will pay the amount owed to <b>you</b> at that time. If a claim is still brought, <b>we</b> will deal with it but <b>our</b> total payment, including what <b>we</b> have already paid <b>you</b> or on <b>your</b> behalf, will not exceed the applicable limit of indemnity shown in the schedule. <b>You</b> must return the amount <b>we</b> have paid if <b>you</b> eventually recover the debt less <b>your</b> reasonable expenses.</p> <p>Once <b>we</b> agree to make this payment <b>you</b> will assign to <b>us</b> such rights as <b>you</b> have in relation to the amounts owed to <b>you</b>.</p> <p><b>We</b> will not make any payment for any part of a claim not covered by this section.</p>

#### Your own losses

Dishonesty of your employees and freelancers

If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** suffer a loss from the dishonesty of **your** employees or self-employed freelancers 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.

#### What is not covered

Matters specific to your business	<p>A. <b>We</b> will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> <li>1. <b>your</b> 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 <b>your</b> breach of any legislation or regulation related to these activities.</li> <li>2. <b>your</b> breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.</li> <li>3. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.</li> <li>4. transmission of a computer <b>virus</b>.</li> <li>5. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract, unless <b>our</b> prior written agreement has been obtained.</li> <li>6. activities carried out in the name of a consortium, joint venture or profit-sharing scheme in which <b>you</b> are a party, unless our <b>prior</b> written agreement has been obtained.</li> </ol>
Matters insurable elsewhere	<ol style="list-style-type: none"> <li>7. the death or any bodily or mental injury or disease suffered by anyone, other than <b>malpractice</b>.</li> <li>8. anyone's employment with or work for <b>you</b>, or any breach of an obligation owed by <b>you</b> as an employer or any kind of discrimination, harassment or unfair treatment.</li> <li>9. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.</li> <li>10. the loss, damage or destruction of any tangible property.</li> <li>11. any personal liability incurred by a director or officer of <b>yours</b> when acting in that capacity or managing <b>your</b> business, or <b>your</b> 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</b> business contained in <b>your</b> accounts, reports or financial statements.</li> <li>12. <b>your</b> supply, manufacture, sale, installation or maintenance of any product.</li> <li>13. defamation.</li> </ol>
Deliberate, reckless or dishonest acts	<ol style="list-style-type: none"> <li>14. 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 or <b>your</b> own loss under the dishonesty cover in what is covered, but <b>we</b> will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.</li> <li>15. the performance of any <b>business activity</b> by <b>you</b> whilst under the influence of intoxicants or narcotics.</li> </ol>
Pre-existing problems	<ol style="list-style-type: none"> <li>16. any shortcoming in <b>your</b> work or <b>your</b> own loss which <b>you</b> knew about, or ought reasonably to have known about, before <b>we</b> agreed to insure <b>you</b>.</li> </ol>
Date recognition	<ol style="list-style-type: none"> <li>17. <b>date recognition</b>.</li> </ol>
War, terrorism and nuclear	<ol style="list-style-type: none"> <li>18. <b>war, terrorism or nuclear risks</b>.</li> </ol>
Asbestos	<ol style="list-style-type: none"> <li>19. <b>asbestos risks</b>.</li> </ol>

Claims brought by a related party	<p>B. <b>We</b> will not make any payment for:</p> <ol style="list-style-type: none"> <li>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 you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b>.</li> </ol>
Restricted recovery rights	<ol style="list-style-type: none"> <li>2. that part of any claim where <b>your</b> right of recovery is restricted by any contract, unless <b>our</b> prior written agreement has been obtained to that contract.</li> </ol>
Consequential loss	<ol style="list-style-type: none"> <li>3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent.</li> <li>4. any trading loss or trading liability including those arising from the loss of any client, account or business.</li> </ol>
Non-compensatory payments	<ol style="list-style-type: none"> <li>5. fines and contractual penalties, aggravated, punitive or exemplary damages, and additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.</li> </ol>
Claims outside the applicable courts	<ol style="list-style-type: none"> <li>6. any claim, including arbitration, brought outside the countries set out in the schedule under Applicable courts.</li> </ol> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

### How much we will pay

The most **we** will pay for the total of all claims, losses and **defence costs** is the single limit of indemnity shown in the schedule, irrespective of the number of claims. **You** must pay the **excess** shown in the schedule for each claim, including **defence costs**.

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 claims and losses arising after, as well as during, the **period of insurance**.

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

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

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

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance.
  - b. the receipt of notice from any person of an intention to hold **you** responsible for any **malpractice**, dishonesty, error or omission.
  - c. every letter, claim, writ, summons or process against **you** for **malpractice** or alleged **malpractice**.
  - d. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee or self-employed freelancer has acted dishonestly.
2. if, when dealing with **your** client or a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.



## Medical malpractice

### Policy wording

3. unless **you** at all times:
  - a. maintain accurate descriptive records of all professional services and equipment used in procedures which shall be available for inspection and use by **us** or **our** duly appointed representatives; and
  - b. retain the records referred to in 3.a above for a period of at least ten years from the date of treatment and, in the case of a minor, for a period of at least ten years after that minor attains majority.

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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.



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>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you.
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<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>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; invasion of any rights of privacy.
<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.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<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**

Claims against you	<p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li><b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>;</li><li><b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>;</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of <b>yours</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners or any employee or spouse of such person against legal liability as a result of <b>bodily injury</b>, <b>property damage</b> or <b>personal injury</b> incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland other than:</p> <ol style="list-style-type: none"><li>where indemnity arises out of the ownership or occupation of land or buildings;</li><li>where indemnity is provided by any other insurance.</li></ol>
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against a customer of <b>your business</b> for whom <b>you</b> are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ol style="list-style-type: none"><li>has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li></ol>

## Public and products liability

### Policy wording

- 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	<p>A. <b>We</b> will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> <li>1. 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>a. employees' or visitors' vehicles or effects while on <b>your</b> premises;</li> <li>b. premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your business</b>;</li> <li>c. 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> </ol> </li> <li>2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.           <p>This does not apply to:</p> <ol style="list-style-type: none"> <li>a. any <b>tool of trade</b>;</li> <li>b. the loading or unloading of any vehicle off the highway.</li> </ol> </li> </ol>
Injury to employees	<ol style="list-style-type: none"> <li>3. <b>bodily injury</b> to any person arising out of and in the course of their employment under a contract of service or apprenticeship with <b>you</b>.</li> </ol>
Pollution	<ol style="list-style-type: none"> <li>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> </li> </ol>
Computer virus	<ol style="list-style-type: none"> <li>5. transmission of a computer <b>virus</b>.</li> </ol>
Professional advice	<ol style="list-style-type: none"> <li>6. designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b>.</li> </ol>
Your products	<ol style="list-style-type: none"> <li>7. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts.</li> <li>8.           <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> </ol> </li> </ol>

Inefficacy	9. <b>inefficacy.</b>
Deliberate or reckless acts	10. 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.
Contracts	11. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Date recognition	12. <b>date recognition.</b>
War, terrorism and nuclear	13. <b>war, terrorism or nuclear risks.</b>
Asbestos	14. <b>asbestos risks.</b>
	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.
Claims outside the geographical limits	4. any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any country outside the <b>geographical limits.</b>

### 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 <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims. <b>We</b> will also pay for <b>defence costs</b> for those claims until the limit of indemnity has been exhausted. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
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> , including any claims forming part of a series of other claims regarded as one claim under this section. The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount shown in the schedule. <b>You</b> must pay the relevant <b>excess</b> 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 <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Criminal proceedings costs	The most <b>we</b> will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .
Court attendance compensation	<b>We</b> will pay <b>you</b> the following compensation for each day, or part day: <ul style="list-style-type: none"> <li>1. <b>You</b> or <b>your</b> partner or director €325</li> <li>2. Any other employee €130</li> </ul> The most <b>we</b> will pay for the total of all court attendance compensation is €.

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**.

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## Your obligations

We will not make any payment under this section:

If a problem arises

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.  
  
**You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring you quote your policy number:  
  
by email to: [liability.claims@hiscox.com](mailto:liability.claims@hiscox.com); or  
  
by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE, United Kingdom.
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.

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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.

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>Bodily injury</b>	Death or any bodily or mental injury or disease.
<b>Defence costs</b>	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you.
<b>Employee</b>	<p>Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Republic of Ireland working for you in connection with your business who is:</p> <ol style="list-style-type: none"><li>employed by you under a contract of service or apprenticeship;</li><li>hired to or borrowed by you;</li><li>self-employed and working on a labour-only basis under your control or supervision;</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 helper.</li></ol>
<b>Terrorism</b>	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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## What is covered

<b>Claims against you</b>	<p>If any <b>employee</b> brings a claim against you for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of their work for you within the <b>geographical limits</b>, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include <b>defence costs</b> but we will not pay costs for any part of a claim not covered by this section.</p>
<b>Criminal proceedings</b>	If any governmental, administrative or regulatory body brings any criminal action against you during the <b>period of insurance</b> 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.
<b>Claims against principals</b>	<p>If, as a result of your business, any party brings a claim, which falls within the scope of <b>What is covered</b>, 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"><li>has not, in our reasonable opinion, caused or contributed to the claim against them;</li><li>accepts that we can control the claim's defence and settlement in accordance with the terms of this section;</li><li>has not admitted liability or prejudiced the defence of the claim before we are notified of it;</li><li>gives us the information and co-operation we reasonably require for dealing with the claim.</li></ol>
<b>Unsatisfied court judgments</b>	If any <b>employee</b> obtains a judgment for damages following <b>bodily injury</b> against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, Channel Islands or the Republic of Ireland and that judgment remains unpaid for more than six months, we will pay to the <b>employee</b> at your request the amount of any unpaid damages and awarded costs provided that:

## Employers' liability

### Policy wording

- a. the **bodily injury** is caused during the **period of insurance** and arises out of and in the course of his or her employment in **your business**; and
- b. **we** would have covered **your** liability if **you** had caused the **bodily injury**; and
- c. there is no appeal outstanding; and
- d. the **employee** assigns his or her judgment to **us**.

#### Additional cover

Court attendance compensation

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

We will not make any payment for:

1. any claim or loss directly or indirectly due to:
  - a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore.
  - b. any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.
  - c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.
2. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.
 

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

#### How much we will pay

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

#### Special limits

- Terrorism
- The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount shown in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.
- Criminal proceedings costs
- We will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.
- Court attendance compensation
- We will pay **you** the following compensation for each day, or part day:
- |  |      |
|--|------|
| 1. <b>You</b> or <b>your</b> partner or director | €325 |
| 2. Any other <b>employee</b>                     | €130 |
- The most **we** will pay for the total of all court attendance compensation is €13,000.

#### Your obligations

We will not make any payment under this section:

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



## Employers' liability

### Policy wording

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

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

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

2. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your employee** or a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement.

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### Control of defence

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

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### Compulsory insurance clause

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

**Special definitions  
for all property  
sections**

<b>Amount insured</b>	The most <b>we</b> will pay as shown in the schedule. Unless <b>we</b> say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after <b>we</b> pay a loss provided <b>you</b> carry out <b>our</b> recommendations to prevent further loss or damage.
<b>Breakdown</b>	<ol style="list-style-type: none"><li>1. Breaking, failure, distortion or burning out of any part of <b>equipment</b> or a <b>computer</b> whilst in ordinary use, arising from defects in the <b>equipment</b> or <b>computers</b> causing its sudden stoppage and necessitating repair or replacement before it can resume work; or</li><li>2. fracturing of any part of <b>equipment</b> or a <b>computer</b> by frost which renders such <b>equipment</b> or <b>computers</b> inoperative; or</li><li>3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.</li></ol>
<b>Buildings</b>	<p>The buildings, which belong to <b>you</b> or for which <b>you</b> are legally responsible, at the premises shown in the schedule, including:</p> <ol style="list-style-type: none"><li>1. outbuildings and annexes;</li><li>2. landlord's fixtures and fittings, fixed fuel tanks;</li><li>3. walls, gates, fences, car parks, yards, private roads, pavements and paths at the premises;</li><li>4. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.</li></ol> <p>The land at the premises is not included within this definition.</p>
<b>Business premises</b>	The space <b>you</b> occupy at the premises shown in the schedule located in a building of <b>standard construction</b> unless otherwise notified to <b>us</b> and to which <b>we</b> have confirmed <b>our</b> agreement. This includes any outbuildings <b>you</b> occupy on the same premises.
<b>Communicable Disease</b>	Any communicable, infectious or contagious disease including any related variation, strain, virus, complex or syndrome
<b>Computers</b>	Computers and ancillary equipment, which belong to <b>you</b> or for which <b>you</b> are legally responsible, including <b>software</b> and data carrying media but excluding data or information entered by <b>you</b> or on <b>your</b> behalf.
<b>Damage</b>	Accidental physical loss or physical damage.
<b>Earth movement</b>	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or <b>subsidence</b> and any ensuing tsunami.
<b>Equipment</b>	<p>Equipment, which belongs to <b>you</b> or for which <b>you</b> are legally responsible:</p> <ol style="list-style-type: none"><li>1. built to operate under vacuum or pressure, other than the weight of contents; or</li><li>2. used for the generation, transmission or utilisation of energy.</li></ol> <p><b>Computers</b> are not included in this definition.</p>
<b>Explosion or collapse</b>	<ol style="list-style-type: none"><li>1. Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured <b>equipment</b> together with forcible ejection of the contents; or</li><li>2. sudden and dangerous distortion of any part of the insured <b>equipment</b> caused by crushing stress by force of steam or other fluid pressure.</li></ol> <p>Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.</p>
<b>Failure</b>	<p><b>Damage</b> caused by:</p> <ol style="list-style-type: none"><li>1. electrical or mechanical <b>breakdown</b>, including rupture or bursting caused by centrifugal force; or</li></ol>



## Property definitions (Office)

2. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires; or
3. **explosion or collapse of equipment** owned or leased by **you** or under **your** control and operating under steam or other fluid pressure; or
4. any condition or event, not otherwise excluded by this section, occurring inside **equipment** operating under steam or other fluid pressure; or
5. any condition or event, not otherwise excluded by this section, occurring inside oil or water storage tanks, hot water boilers or other water heating equipment; or
6. operator error.

<b>Flood</b>	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by <b>storm</b> or not.
<b>Identity fraud</b>	Someone, or a group of people, knowingly using a means of identification belonging to <b>you</b> without <b>your</b> knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
<b>Office</b>	The office space <b>you</b> occupy at the premises shown in the schedule located in a building of <b>standard construction</b> unless otherwise notified to <b>us</b> and to which <b>we</b> have confirmed <b>our</b> agreement. The office includes any outbuildings and annexes <b>you</b> occupy on the same premises.
<b>Production or process equipment</b>	Any <b>equipment</b> which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such <b>equipment</b> and any other machine or apparatus used exclusively with such <b>equipment</b> .
<b>Property</b>	Tangible property.
<b>Reconstitution of data</b>	Reconstitution of the data <b>you</b> need to continue <b>your business</b> , if <b>your</b> electronic <b>business</b> records and electronic data have been lost or distorted.
<b>Software</b>	Programmes which run <b>your computers</b> , including both <b>your</b> own operating programmes and application programmes used in the course of <b>your business</b> .
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
<b>Storm</b>	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
<b>Subsidence</b>	Subsidence, landslip or heave.
<b>Venue</b>	The space <b>you</b> occupy at the premises shown in the schedule located in a building of <b>standard construction</b> unless otherwise notified to <b>us</b> and to which <b>we</b> have confirmed <b>our</b> agreement. This includes any outbuildings <b>you</b> occupy on the same premises.

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

### Special definitions for this section

<b>Contents</b>	<p>The contents of <b>your office</b> used in connection with the <b>business</b> which belong to <b>you</b> or for which <b>you</b> are legally responsible, including:</p> <ol style="list-style-type: none"> <li>a. <b>computers</b>;</li> <li>b. goods held in trust, stock and samples;</li> <li>c. works of art or precious metals;</li> <li>d. tenants improvements, decorations, fixtures and fittings and general contents including, if attached to the building, external signs, aerials and satellite dishes;</li> <li>e. pipes, ducting, cables, wires and associated control equipment within the <b>business premises</b> and extending to the public mains.</li> </ol> <p><b>Money</b> and <b>personal effects</b> are not included within this definition.</p>
<b>Hacker</b>	<p>Anyone who maliciously targets <b>you</b> and gains unauthorised access to <b>your</b> website, intranet, computer system, network, telephony equipment or data that <b>you</b> hold electronically.</p>
<b>Money</b>	<p>Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to <b>you</b>.</p>
<b>Personal effects</b>	<p>Articles worn, used or carried about the person, excluding cash, bank and currency notes and jewellery.</p>
<b>Rent payable</b>	<p>Rent for the <b>office</b> that <b>you</b> must legally pay whilst the <b>office</b> or any part of it is unusable as a result of <b>damage</b> insured by this section.</p>

### What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to **contents** contained in the **office** and any other items specified in the schedule.

#### Additional cover

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

Costs following glass breakage	<ol style="list-style-type: none"> <li>1. The necessary and reasonable costs <b>you</b> incur following breakage or scratching during the <b>period of insurance</b> of glass, which belongs to <b>you</b> or for which <b>you</b> are legally responsible, for: <ol style="list-style-type: none"> <li>a. temporary boarding up;</li> <li>b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;</li> <li>c. replacement lettering or other ornamental work and alarm foil on glass.</li> </ol> </li> </ol>
Additions to contents	<ol style="list-style-type: none"> <li>2. <b>Damage</b> occurring during the <b>period of insurance</b> to any additional <b>contents</b>, provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.</li> </ol>
Money	<ol style="list-style-type: none"> <li>3. <b>Damage</b> occurring during the <b>period of insurance</b> to <b>money</b> held in connection with the <b>business</b>: <ol style="list-style-type: none"> <li>a. in the <b>office</b> while open for business;</li> <li>b. in the <b>office</b> in a locked safe;</li> <li>c. in transit within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland or whilst at the home of any partner, director or employee of <b>yours</b> in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.</li> </ol> </li> </ol>

## Property – Contents (Office) Policy wording

Identity fraud	4. The following reasonable and necessary expenses <b>you</b> have to pay solely as a direct result of an <b>identity fraud</b> occurring during the <b>period of insurance</b> : <ol style="list-style-type: none"> <li>a. solicitor's fees to defend a claim against <b>you</b> by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness <b>your</b> signature;</li> <li>b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;</li> <li>c. fees charged when <b>you</b> re-apply for a commercial loan that was originally rejected.</li> </ol>
Personal effects	5. <b>Damage</b> occurring in the <b>office</b> during the <b>period of insurance</b> to the <b>personal effects</b> of <b>your</b> employees or visitors to the <b>office</b> provided they are not insured elsewhere.
Reconstitution of electronic data	6. The reasonable cost of <b>reconstitution of data</b> as a direct result of <b>damage</b> covered under this section.
Reconstitution of other business documents	7. The reasonable costs of replacing or reconstituting <b>your</b> business documents that are not held electronically and which <b>you</b> need to continue <b>your business</b> , if such documents have been lost or destroyed as a direct result of <b>damage</b> covered under this section.
Lock replacement	8. The costs <b>you</b> incur to replace locks and keys necessary to maintain the security of <b>your business premises</b> or safes following theft of keys involving force and violence occurring during the <b>period of insurance</b> .
Building damage by theft	9. The cost of repairing <b>damage</b> occurring during the <b>period of insurance</b> to the <b>office</b> buildings caused by theft or attempted theft and for which <b>you</b> are legally liable.
Personal assault following robbery or attempted robbery	10. Compensation as shown in the schedule if any partner, director or employee of <b>yours</b> is physically injured in the course of <b>your business</b> in a robbery or attempted robbery occurring during the <b>period of insurance</b> either at the <b>office</b> or within the <b>geographical limits</b> and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the <b>period of insurance</b> .
Metered water and fuel	11. The cost that <b>you</b> incur for any metered water and fuel used at the <b>business premises</b> when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of <b>damage</b> occurring during the <b>period of insurance</b> to any storage tank, equipment or piping resulting from a cause not otherwise excluded.
Undamaged tenant's improvements	12. Tenant's improvements if <b>your</b> lease is cancelled by the lessor as a consequence of <b>damage</b> occurring during the <b>period of insurance</b> to the <b>business premises</b> , provided the cancellation is a valid condition of <b>your</b> lease and tenant's improvements are an insured item under this <b>policy</b> .
Contents temporarily elsewhere	13. <b>Damage</b> occurring during the <b>period of insurance</b> to <b>contents</b> , excluding laptops, mobile phones and other portable equipment, temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland, including whilst in transit.
Contents kept at home	14. <b>Damage</b> occurring during the <b>period of insurance</b> to <b>contents</b> used and kept at the home of any partner, director or employee of <b>yours</b> for the purposes of the <b>business</b> , provided the home is in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

### What is not covered

We will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire;
  - c. coastal or river erosion;
  - d. a rise in the water table;

## Property – Contents (Office)

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- e. theft from an unattended vehicle unless the item is out of sight in a locked boot;
  - f. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **office** is occupied and in use;
  - g. **date recognition**;
  - h. a **virus** or **hacker**.
2. **damage to property** being cleaned, worked on or maintained.
  3. **damage** to any **computers, equipment**, oil or water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
  4. loss or distortion of information resulting from error or malfunction of **computers**.
  5. the value to **you** of any lost or distorted information.
  6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
  7. unexplained loss or disappearance or inventory shortage.
  8. loss due to clerical or accounting errors.
  9. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
  10. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
  11. any indirect losses which result from the incident which caused **you** to claim.
  12. pollution or contamination except **damage** to insured **property** which is not otherwise excluded and which is caused by:
    - a. pollution or contamination which itself results from insured **damage** covered under this section, or
    - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
  13.
    - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
    - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
  14. **war, confiscation and nuclear risks**.
  15. The amount of the **excess**
  16. any **damage** or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any **communicable disease** or the fear or threat of any **communicable disease**.

### How much we will pay

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

#### Repair and replacement

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

1. for **contents**, other than stock and samples or **personal effects**, the cost of repair or replacement as new;
2. for stock and samples other than second hand stock or goods held in trust, the cost of repair or replacement at the cost price to **you**;
3. for second hand stock, other than goods held in trust, the cost of repair or replacement at the trade market value;
4. for goods held in trust, the lesser of:
  - i. **your** liability in respect of the goods held in trust; or
  - ii. the cost of repair or replacement at the trade market value of such goods;

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### Policy wording

5. for **personal effects**, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.

Debris removal	<b>We</b> will pay the necessary and reasonable costs and expenses <b>you</b> incur to remove debris of <b>contents</b> from the premises or the area immediately adjacent, following <b>damage</b> insured by this section.
Under insurance	If, at the time of <b>damage</b> , the <b>amount insured</b> is less than 85% of the total value of the <b>contents</b> , the amount <b>we</b> pay will be reduced in the same proportion as the under insurance.
Index linking	The <b>amount insured</b> for <b>contents</b> will be adjusted monthly in line with any increase in nationally published indices. <b>We</b> will not reduce the <b>amount insured</b> without <b>your</b> consent.
Personal assault following robbery or attempted robbery	<b>We</b> will not pay compensation under more than one heading in the schedule for the same injury.
Pairs and sets	If any <b>contents</b> which have an increased value because they form part of a pair or set are <b>damaged</b> any payment <b>we</b> make will take account of the increased value.
Other interests	Any payment <b>we</b> make will take into account the interest of any party having an insurable interest in the <b>contents</b> insured, provided <b>you</b> have advised <b>us</b> of the nature and extent of the interest together with the name and address of that interested party.

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## Your obligations

If any damage occurs	<p><b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> promptly of any <b>damage</b> which might be covered.</p> <p><b>You</b> must report to the police, as soon as reasonably possible, any <b>damage</b> arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.</p> <p><b>You</b> must arrange for urgent repairs to be done immediately. Before any other repair work begins <b>we</b> have the right to inspect the damaged <b>property</b>. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.</p>
Backing up electronic data	<b>We</b> will not make any payment for the costs of <b>reconstitution of data</b> unless <b>you</b> take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the <b>office</b> .
Protections	<p><b>We</b> will not make any payment under this section unless all fire alarms, security systems and physical protections notified to <b>us</b> are in full operation whenever the <b>office</b> is left unattended. <b>You</b> must also advise <b>us</b> as soon as reasonably possible if for any reason a system is not working properly. <b>We</b> may then vary the terms and conditions of this <b>policy</b>. All systems must be regularly serviced under contract by a reputable company at least annually.</p>
Unoccupancy	<b>You</b> must tell <b>us</b> immediately if the <b>office</b> , including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. If <b>you</b> do not, <b>we</b> will not make any payment for <b>damage</b> occurring while the <b>buildings</b> are unoccupied. <b>We</b> may change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.
Building works	<p>If <b>you</b> intend to undertake any work to extend, renovate, build or demolish any part of the <b>buildings</b> and the estimated cost is more than £75,000, <b>you</b> must tell <b>us</b> about the work at least 30 days before the work starts and before <b>you</b> enter into any contract for the works. <b>We</b> may then amend the terms of this <b>policy</b>. If <b>you</b> do not tell <b>us</b> about such work, <b>we</b> may not pay for any <b>damage</b> directly or indirectly caused by or resulting from the building works.</p> <p><b>You</b> do not have to tell <b>us</b> if the work is for redecoration only.</p>

## Property - Business interruption (Office) Policy wording

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

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

### Special definitions for this section

<b>Additional increased costs of working</b>	The additional costs and expenses, not including the costs of <b>reconstitution of data</b> , reasonably incurred by <b>you</b> with <b>our</b> prior consent in order to continue <b>your business</b> or minimise <b>your</b> loss of <b>income</b> or loss of <b>gross profit</b> during the <b>indemnity period</b> and not limited to the reduction in <b>income</b> or <b>gross profit</b> saved.
<b>Alternative hire costs</b>	The reasonable hire costs incurred by <b>you</b> during the <b>period of insurance</b> for the necessary hire of a substitute item of similar type and capacity either whilst <b>property</b> is being repaired or until permanently replaced, following <b>insured damage</b> or <b>insured failure</b> .
<b>Annualised amount insured</b>	The <b>amount insured</b> divided by the <b>indemnity period</b> multiplied by 12.
<b>Gross profit</b>	The difference between the sum of <b>your income</b> , closing stock and work in progress and the sum of <b>your</b> opening stock, work in progress and <b>uninsured working expenses</b> .
<b>Income</b>	The total income of the <b>business</b> carried out from <b>your office</b> .
<b>Increased costs of working</b>	The costs and expenses necessarily and reasonably incurred by <b>you</b> for the sole purpose of minimising the reduction in <b>income</b> to <b>your business</b> during the <b>indemnity period</b> , but not exceeding the reduction in <b>income</b> saved.
<b>Indemnity period</b>	The period, in months, beginning at the date of the <b>insured damage</b> or <b>insured failure</b> , or the date the restriction is imposed, and lasting for the period during which <b>your income</b> is affected as a result of such <b>insured damage</b> , <b>insured failure</b> or restriction, but for no longer than the number of months shown in the schedule.
<b>Insured damage</b>	<b>Damage</b> , other than <b>failure</b> , to <b>property</b> provided that: <ul style="list-style-type: none"> <li>a. the <b>damage</b> is not otherwise excluded by the Buildings or Contents or other Property section of this <b>policy</b>; and</li> <li>b. payment has been made or liability admitted by the insurer under any insurance covering such <b>damage</b>.</li> </ul>
<b>Insured failure</b>	<b>Failure of equipment, computers</b> , oil or water storage tanks and other insured items provided that: <ul style="list-style-type: none"> <li>a. the <b>failure</b> is not otherwise excluded by the Equipment breakdown section of this <b>policy</b>; and</li> <li>b. payment has been made or liability admitted by <b>us</b> under the Equipment breakdown section of this <b>policy</b>.</li> </ul>
<b>Rate of gross profit</b>	The percentage produced by dividing <b>gross profit</b> by <b>your income</b> during the financial year immediately before the date of any <b>insured damage</b> , <b>insured failure</b> or restriction.
<b>Rent</b>	Rent: <ul style="list-style-type: none"> <li>a. for the <b>office</b> that <b>you</b> must legally pay whilst the <b>office</b> or any part of it is unusable as a result of <b>insured damage</b>, <b>insured failure</b> or restriction;</li> <li>b. that <b>you</b> cannot legally recover from <b>your</b> tenants whilst the <b>buildings</b> or any part are unusable as a result of <b>insured damage</b>, <b>insured failure</b> or restriction.</li> </ul>
<b>Uninsured working expenses</b>	Purchases less discounts received, bad debts, <b>rent</b> and any other item described in the schedule.

### What is covered

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

Financial losses from insured damage	1. <b>insured damage to property:</b> <ol style="list-style-type: none"> <li>a. insured under any Property section of this <b>policy</b>, other than Equipment breakdown; or</li> <li>b. insured elsewhere, but not under this <b>policy</b>, provided the <b>damage</b> occurred whilst the <b>property</b> was contained in the <b>office</b>;</li> </ol>
Denial of access	2. <b>insured damage</b> to property in the vicinity of the <b>office</b> which prevents or hinders <b>your</b> access to the <b>office</b> ;
Suppliers	3. <b>insured damage</b> , other than <b>damage</b> caused by <b>flood</b> or <b>earth movement</b> , arising at the premises of one of <b>your</b> suppliers operating and based in the European Union, other than water, gas, electricity or telecommunications services;
Public utilities	4. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union to the <b>office</b> for more than 24 consecutive hours caused by <b>insured damage</b> , other than <b>damage</b> caused by <b>flood</b> or <b>earth movement</b> , to any land based premises of the supply authority or the terminal feed to <b>your office</b> or <b>business premises</b> or to underground pipes or underground cables conveying such services from the supply authority to <b>your</b> premises;
Public authority	5. <b>your</b> inability to use the <b>office</b> due to restrictions imposed by a public authority during the <b>period of insurance</b> following: <ol style="list-style-type: none"> <li>a. a murder or suicide;</li> <li>b. injury or illness of any person traceable to food or drink consumed on the premises;</li> <li>c. defects in the drains or other sanitary arrangements;</li> <li>d. vermin or pests at the premises.</li> </ol>
Equipment breakdown	6. <b>insured failure</b> .

### What is not covered

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

### How much we will pay

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

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

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

Loss of income	the difference between <b>your</b> actual <b>income</b> during the <b>indemnity period</b> and the <b>income</b> it is estimated <b>you</b> would have earned during that period or, if this is <b>your</b> first trading year, the difference between <b>your income</b> during the <b>indemnity period</b> and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses <b>you</b> pay out of <b>your income</b> during the <b>indemnity period</b> . We will also pay for <b>increased costs of working</b> and <b>alternative hire costs</b> ;
Loss of gross profit	the sum produced by applying the <b>rate of gross profit</b> to any reduction in <b>income</b> during the <b>indemnity period</b> plus <b>increased costs of working</b> and <b>alternative hire costs</b> , less any business expenses or charges which cease or are reduced;
Outstanding debts	any of <b>your</b> outstanding debts which <b>you</b> are unable to recover following loss of <b>your</b> accounting records as a direct result of <b>insured damage</b> or <b>insured failure</b> .



## Property - Business interruption (Office) Policy wording

Accountant's charges	The amount <b>we</b> will pay for loss of <b>income</b> , or loss of <b>gross profit</b> if applicable, includes the reasonable charges <b>you</b> pay to <b>your</b> professional accountant for producing information <b>we</b> require in support of a request for settlement under this section.
Under insurance	If the <b>annualised amount insured</b> is less than 85% of <b>your</b> actual <b>income</b> , or <b>your</b> actual <b>gross profit</b> if applicable, during the 12 months immediately preceding the date of the <b>insured damage, insured failure</b> or restriction, the amount <b>we</b> pay will be reduced in the same proportion as the under insurance.
Business trends	The amount <b>we</b> pay for loss of <b>income</b> or loss of <b>gross profit</b> will be amended to reflect any special circumstances or business trends affecting <b>your business</b> , either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the <b>insured damage, insured failure</b> or restriction had not occurred.

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### Your obligations

If any damage occurs	<b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> promptly of any <b>damage</b> or event which might prevent or hinder <b>you</b> from carrying on <b>your business</b> .
Property insurance	Where the <b>damage</b> involves <b>property you</b> own or are legally responsible for, <b>we</b> will not make any payment unless <b>you</b> have property insurance in force covering the <b>damage</b> and payment has been made, or liability admitted, under that insurance for the <b>damage</b> .
Accounts records	<b>We</b> will not make any payment for outstanding debts unless <b>you</b> keep a record of all amounts owed to <b>you</b> and keep a copy of the record away from the <b>office</b> .