

ENDORSEMENT

Policy: HU PI6 9145082 (45)



INSURANCE DETAILS

Period of Insurance: Continuous cover from 30 July 2018 until the policy is cancelled.
Underwritten by: Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy
General terms and conditions wording : 13589 WD-HSP-UK-EAGTC(1)
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below
Payment Method : Payment by Monthly Direct Debit
Endorsement Effective: 30 July 2018

INSURED DETAILS

Insured : Armchair Leisure Ltd (t.as Peri Peri, t.as Libaration)
Address : Worlds End Studios, 132-134 Lots Road
London
SW10 0RJ
Additional Insureds : There are no Additional Insureds on this policy.
Business : Event organisers

PREMIUM DETAILS

Revised Annual Premium :	£ 3,325.00	Revised Annual Tax :	£ 399.00	Total :	£ 3,724.00
Transaction Premium :	£ -200.00	Transaction Tax :	£ -24.00	Total :	£ -224.00



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2012-2015



BIA Customer Care Award
2012



Outstanding Insurer Claims
Team of the Year 2013

PROFESSIONAL INDEMNITY FOR EVENT ORGANISERS

Section wording : 13590 WD-HSP-UK-EAEO(2)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 150,000
Limit applies to : any one claim excluding defence costs
Excess: £ 1,250
Excess Applies to : each claim or loss excluding defence costs
Geographical Limits : Worldwide
Applicable Courts : Worldwide excluding claims brought in USA/Canada

Business Activities

Design of printed literature/documents, Creation of audio visual material, Event organisation and management and sourcing of venues - not as a tour operator

Endorsements

- 1101.0** Noting of interest: named clients (PI)
- 1127.0** Amended definition of Client
- 1131.0** Amendment of cover: terrorism (PI)

HACKER DAMAGE

Section wording : 13594 WD-HSP-UK-EAHAD(1)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 150,000
Limit applies to : All claims and their defence costs which arise from the same accident or event
Excess: £ 1,250
Excess Applies to : each and every loss

PUBLIC AND PRODUCTS LIABILITY

Section wording : 13592 WD-HSP-UK-EAGL(1)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 10,000,000
Limit applies to : Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.
Excess: £ 250

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Excess Applies to : each and every claim for property damage only

Geographical Limits : European Union

Applicable Courts : European Union

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs £ 100,000 in aggregate during any one period of insurance

Pollution defence costs £ 100,000 in aggregate during any one period of insurance

Endorsements

- 179.1** Sub contractors public liability endorsement
Special excess: aggregate for bodily injury including food p
- 1128.1** Amendment of cover: Claims against venue owners or operator
- 1130.1** Amendment of cover: French Civil Code
- 3145.0** Noting of interest: named clients (GL)
- 3155.0** Amendment of cover: terrorism (GL)
- 3156.0** Amendment of cover: Package Tours Regulations
- 3157.0** Amendment of cover: venue property

EMPLOYERS LIABILITY

Section wording : 13591 WD-HSP-UK-EAEL(1)

Insurer: Hiscox Insurance Company Limited

Limit of indemnity: £ 10,000,000

Limit applies to : All claims and their defence costs which arise from the same accident or event

Geographical Limits : Worldwide

Applicable Courts : England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs £ 100,000 in the aggregate

Terrorism £ 5,000,000 in the aggregate

Endorsements

- 1129.1** Amended definition of Employee
- 3040.0** Employers' Liability Tracing Office (ELTO) and your data
- 3121.0** Employers liability insurance - mandatory information required

CRISIS CONTAINMENT**Section wording :** 13593 WD-HSP-UK-EACRI(1)**Insurer:** Hiscox Insurance Company Limited**Limit of indemnity:** £ 25,000**Limit applies to :** per crisis and in the aggregate**Geographical Limits :** The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland**Special limits** (included within and not in addition to the overall limit/amount insured above)

Outside working hours discretionary crisis mitigation costs £ 2,000

Endorsements**9003.0** Crisis containment provider: Hill & Knowlton

CERTIFICATE

Policy: HU PI6 9145082 (45)



Certificate of Public and products liability insurance

Insured name:	Armchair Leisure Ltd (t.as Peri Peri, t.as Libaration)		
Address:	Worlds End Studios, 132-134 Lots Road London		
Postcode:	SW10 0RJ	Country:	United Kingdom
Policy number:	9145082		
Insurer:	Hiscox Insurance Company Limited		
Period of insurance:	Continuous cover from 30/07/2018 until the policy is cancelled.		
Limit of indemnity:	£ 10,000,000		
Additional insureds:			

Signed for and on behalf of Hiscox Insurance Company Limited

Steve Langan

Managing Director, Hiscox UK and Ireland

Note: this certificate is for information purposes only and does not contain the full terms, conditions and exclusions of the insurance cover and does not constitute a contract of insurance.

Policy: HU PI6 9145082 (45)

The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

Professional indemnity: endorsements

Clause	1101.0	<p>Noting of interest: named clients (PI)</p> <p>The following is added to How much we will pay:</p> <p>If any of your clients listed below make a claim against you for which you are entitled to an indemnity under this policy, we will, if you request and the client agrees, pay directly to the client the amount of the indemnity which we agree you are entitled to in respect of the claim.</p> <p>When we make such a payment, we shall have no further liability to you in respect of the claim.</p> <p>Nothing within this endorsement restricts our right to:</p> <ol style="list-style-type: none"> 1. take control of and conduct in your name the investigation, settlement or defence of any claim or part of a claim; or 2. pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. <p>The clients listed below are not parties to this policy and have no contractual or other rights or obligations under it.</p> <p>Laytham & Watkins (London) LLP</p>
Clause	1127.0	<p>Amended definition of Client</p> <p>Special definitions for this section, Client, is amended to read as follows:</p> <p>Client</p> <p>Any person or entity with whom you have contracted to provide services or deliverables that expressly fall within your business activities, including venue owners or operators.</p>

Policy: HU PI6 9145082 (45)

Clause	1131.0	Amendment of cover: terrorism (PI)
		What is not covered 26 is amended to read as follows:
		26. a. for, alleging or arising from war or nuclear risks ;
		b. for, alleging or arising from terrorism . However this exclusion will not apply where you can demonstrate to our satisfaction that:
		i. in performing your business activities you have at all times followed any relevant and up to date Foreign and Commonwealth Office travel advice, and
		ii. any warnings contained in such advice have been properly communicated to and accepted in writing by your client .

Public and products liability: endorsements

Clause	179.1	Sub contractors public liability endorsement
		We will not make any payment for any claim or loss directly or indirectly due to the work of sub-contractors and service providers unless you ensure they all maintain public liability insurance with a limit of not less than £5,000,000 any one occurrence, unlimited in the aggregate.
Clause		Special excess: aggregate for bodily injury including food p
		<i>For claims for, alleging or arising from any death or bodily injury or disease suffered or alleged to be suffered by anyone, the excess stated in the schedule is amended to £1,000 per person each and every claim including defence costs, limited to £5,000 in the aggregate including defence costs (but £25,000 in the aggregate in respect of food poisoning)</i>

Clause 1128.1**Amendment of cover: Claims against venue owners or operator**

The following is added to **Special definitions for this section**:

Venue

Any premises, building or other real property, vessel or craft used by **you** for the purpose of **your business**.

The following is added to **What is covered**:

Claims against venue owners or operators

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 **venue** owner or operator and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such **venue** owner or operator that **we** would have made to **you**, provided that the party to be indemnified:

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

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Clause	1130.1	Amendment of cover: French Civil Code
		<p>The following is added to What is covered:</p> <p>Claims under the French Civil Code</p> <p>If the performance of business activities or advertising on or after the retroactive date by you or anyone on your behalf, including your subcontractors or outsourcers or the dishonest acts of employees, results in a claim being first made against you during the period of insurance for any actual or alleged liability under any of the following sections of the French Civil Code:</p> <ul style="list-style-type: none"> a. Recours de voisin (Articles 1382, 1383 and 1385); b. Risque locatif (Articles 1733, 1734 and 1735), <p>we will pay the amounts to satisfy a judgment against you including any judgment ordering the payment of claimant's lawyers fees and costs.</p> <p>We will also pay covered defence costs on your behalf, but we will not pay defence costs for any part of a claim not covered by this section.</p>
Clause	3145.0	Noting of interest: named clients (GL)
		<p>If any of your clients listed below make a claim against you for which you are entitled to an indemnity under this policy, we will, if you request and the client agrees, pay directly to the client the amount of the indemnity which we agree you are entitled to in respect of the claim.</p> <p>When we make such a payment, we shall have no further liability to you in respect of the claim.</p> <p>Nothing within this endorsement restricts our right to take control of and conduct in your name the investigation, settlement or defence of any claim.</p> <p>The clients listed below are not parties to this policy and have no contractual or other rights or obligations under it.</p> <p>Laytham & Watkins (London) LLP <DATAFIELD2> <DATAFIELD3></p>

Policy: HU PI6 9145082 (45)

Clause	3155.0	Amendment of cover: terrorism (GL) What is not covered A.13 is amended to read as follows: 13. a. war or nuclear risks; b. terrorism. However this exclusion will not apply where you can demonstrate to our satisfaction that: i. in performing your activities you have at all times followed any relevant and up to date Foreign and Commonwealth Office travel advice, and ii. any warnings contained in such advice have been properly communicated to and accepted in writing by your client or customer.
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Clause	3156.0	Amendment of cover: Package Tours Regulations What is not covered A.2 is amended to read as follows: 2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. This does not apply to: a. any tool of trade ; b. the loading or unloading of any vehicle off the highway; c. your liability directly arising from an act or omission by any supplier of services in connection with a contract with a consumer to which The Package Travel, Package Holidays and Package Tours Regulations 1992 apply, provided that the aircraft, aerial device, hovercraft, watercraft or mechanically propelled vehicle giving rise to your liability was not owned by you or in your care, custody or control.
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Policy: HU PI6 9145082 (45)

Clause	3157.0	Amendment of cover: venue property
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What is not covered A.1 is amended to read as follows:

1. Loss of or damage:
 - a. 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:
 - i. employees' or visitors' vehicles or effects while on **your** premises;
 - ii. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your** business;
 - iii. 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;
 - iv. **venues**
 - b. caused by **your** use of any tools or the use of any tools on **your** behalf on the structure of the **venue**, including its fixtures and fittings.

Employers' liability: endorsements

Policy: HU PI6 9145082 (45)

Clause	1129.1	Amended definition of Employee
		<p>Special definitions for this section, Employee, is amended to read as follows:</p>
		<p>Employee</p>
		<p>Any person working for you in Europe or temporarily outside of Europe in connection with your business who is:</p>
		<ul style="list-style-type: none"> a. employed by you under a contract of service, employment or apprenticeship entered into or effected in Europe; b. hired to or borrowed by you; c. self-employed and working on a labour only basis under your control or supervision; d. engaged by labour only sub contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper; h. providing social, sports or welfare services on your behalf for the benefit of your employees; i. providing first aid or ambulance services on your behalf for the benefit of your employees.
		<p>The following is added to Special definitions for this section:</p>
		<p>Europe</p>
		<p>The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p>
Clause	3040.0	Employers' Liability Tracing Office (ELTO) and your data
		<p>Your policy details will be added to the Employers Liability Database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the Employers' liability insurer of an employer at a particular point in time.</p>
		<p>You can find out more:</p>
		<ul style="list-style-type: none"> - from your insurance adviser (if you have one); or - by contacting us; or - at www.elto.org.uk.

Policy: HU PI6 9145082 (45)

Clause	3121.0	Employers liability insurance - mandatory information required You must provide us with the following information for each entity insured under this section of the policy : 1. Employer name; and 2. Full address of employer including postcode; and 3. HMRC Employer Reference Number (ERN). If any insured entity does not have an ERN, you must provide us with one of the following reasons: <ul style="list-style-type: none"> a. The entity has no employees; or b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or c. The entity is not registered in England, Wales, Scotland or Northern Ireland. You must inform us immediately of any changes to the above information. This information is required by us to enable compliance with mandatory regulatory requirements for Employers' liability insurance.
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Crisis containment: endorsements

Clause	9003.0	Crisis containment provider: Hill & Knowlton Crisis line contact number (24 hours): +44(0)800 8402783 / +44 (0)1206 711796 Crisis containment provider: Hill & Knowlton This contact number will go through to us during working hours , and will go directly to Hill & Knowlton outside of these hours. If you first become aware of a crisis outside of working hours , you must notify us of the crisis as soon as possible within working hours by telephoning +44(0)800 8402783 or +44 (0) 1206 711796.
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Endorsements which apply to whole policy

Clause	25.2	Continuous policy endorsement
		<ol style="list-style-type: none">1. We agree to give you continuous cover under this policy. To achieve this, all the references in this policy to period of insurance shall be for a continuous period starting with the date in the schedule, until either you or we cancel this policy. However, you must tell us as soon as reasonably practicable if any of the current actual figures exceed the maximum shown in the latest Duty of Disclosure Reminder.2. Cancellation clause 5 in the General Terms and Conditions of this policy is replaced by the following:<p>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 for which you have already paid. However, we will not refund any premium under £10.</p><p>We may also cancel the policy if any premium remains unpaid 21 days after the due date. In such cases we will cancel the policy by giving seven days' notice. Where we cancel the policy for non-payment of premium, cover will cease on the date the premium was due.</p>3. In view of the continuous nature of this policy, we may at our discretion amend its premium and/or terms and conditions and we will tell you of our intention to do so. If you are unhappy with our proposed amendments, you will have the option to decline to continue this insurance. We will give you at least 30 days' notice of any changes.

Clause	603.1	Commercial assistance and legal advice helpline <p>This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.</p> <p>This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:</p> <ul style="list-style-type: none">• Employment• Prosecutions• Discrimination in the workplace• Health & safety• European law <p>Helpline number: +44 (0)800 840 2269 Helpline hours: 24 hours a day, 7 days a week</p> <p>This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.</p>
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Clause	Using your personal information <p>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 01904 681198 or by emailing us at dataprotectionofficer@hiscox.com</p> <p>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.</p> <p>We may record telephone calls to help us monitor and improve the service we provide.</p> <p>For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.hiscox.co.uk/cookies-privacy.</p>
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INFORMATION ABOUT US

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name	Hiscox Underwriting Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

Insurers

These insurers provide cover as specified in each section of the schedule.

Name	Hiscox Insurance Company Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority

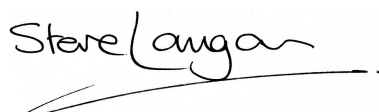
A seamless integrated insurance solution for professional event organisers.

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 unauthorized use or reproduction is permitted.

Our promise to you

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



Steve Langan
Managing Director, Hiscox UK and 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 Customer Relations in writing at:

Hiscox Customer Relations
3rd floor, Mallard House
Kings Pool
3 Peasholme Green
York YO1 7PX

or by telephone on 0800 1164 627 or 01904 681198
or by email at customer.relations@hiscox.com.

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

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

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 | <p>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.</p> <p>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.</p> |
| Change of circumstances | <p>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.</p> |
| Due diligence | <p>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.</p> |
| Premium payment | <p>4. We will not make any payment under this policy unless you have paid the premium.</p> |
| Cancellation | <p>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.</p> <p>If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy. In this event, the period of insurance will equate to the period for which premium instalments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p> |
| Multiple insureds | <p>6. The most we will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p> |
| Aggregate limit | <p>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.</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> |
| Rights of third parties | <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 Contracts (Rights of Third Parties) Act 1999.</p> |
| Other insurance | <p>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.</p> |
| Governing law | <p>10. Unless some other law is agreed in writing, this policy will be governed by the laws of England.</p> |

Arbitration

11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

Your obligations

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.

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.
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.

Fraud

The General terms and conditions 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 performed within the geographical limits .
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 within the geographical limits .
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 lawyer's and expert's fees and legal costs incurred with our prior written agreement in investigating, settling, defending, and/or 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.
Existing subsidiary	Each and every entity identified in your proposal for this policy , but only if: <ul style="list-style-type: none"> a. the insured owns more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the period of insurance; and b. its annual revenue and business activities are included in your proposal for this policy.
Insured	The entity stated as the 'insured' in the schedule.
Limit of indemnity	The limit of indemnity shown in the schedule.
Loss	Any financial harm caused to your business .
Potential claim	Any matter reasonably likely to lead to a claim covered under this section.
Retroactive date	The date stated as the 'retroactive date' in the schedule.
You/your	<ol style="list-style-type: none"> 1. The insured or any existing subsidiary; 2. directors, officers, board members and senior managers of the insured and existing subsidiaries.

What is covered

Claims against you	<p>If the performance of business activities or advertising on or after the retroactive date by you or anyone on your behalf, including your sub-contractors or outsourcers or the dishonest acts of employees, results in a claim being first made against you during the period of insurance for any actual or alleged:</p> <ol style="list-style-type: none"> a. unintentional breach of a written contract where the claim is brought by a client; b. breach of a comparative advertising statute; c. defamation, including but not limited to libel, slander, trade libel, product disparagement, injurious falsehood, or any claim for emotional distress or outrage based on harm to the
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character or reputation of any person or entity;

- d. 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;
- e. negligent transmission of a computer virus, worm, logic bomb or Trojan horse, or negligence in connection with a denial of service attack;
- f. intellectual property infringement (but not any patent infringement or trade secret misappropriation), including but not limited to copyright infringement, trademark infringement, trademark dilution, trade dress infringement, publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material, or artwork;
- g. breach of any duty of confidentiality, invasion of privacy, or violation of any other legal protections for personal information;
- h. breach of a license **you** have acquired to use a third-party's trademark and/or copyrighted material, but only to the extent **your** use inadvertently exceeds express limitations in the license regarding the territory, duration, or media in which the material may be used and only if such breach is asserted in conjunction with and based on the same factual allegations as a **claim** for infringement of intellectual property rights in f. above;
- i. any other civil liability unless excluded by **what is not covered** below;

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 amounts to satisfy a judgment or arbitration award against **you** including any judgment or award ordering the payment of claimant's lawyers fees and costs. Such amounts to be paid by **us** shall not include or be calculated based on any of **your** overhead expenses, **your** liability for 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 license or royalty, or costs of improving **your** security, or performing audits.

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

Your own losses

Acting outside your authority

If a **client** refuses to pay for media space that **you** are legally committed to pay in the performance of **your business activities**, **we** will pay the amount **you** are committed to pay which **you** satisfy **us** cannot legally be recovered from **your client**. **We** will only do this provided:

- a. the **client** is not liable to **you**;
- b. **you** made this commitment in good faith in the belief that **you** had **your client's** authority to do so; and
- c. **you** have taken all reasonable steps to reduce **your loss**.

Payments toward your rectification costs

If **you** become aware of a **potential claim** with or without your **client's** knowledge, which directly arises from an inadvertent error occurring during the course of **your business activities**, then **we** will pay any reasonable and necessary costs exceeding the amount of the **excess** that **you** incur during the **period of insurance** (excluding **your** lost profits, management costs, mark-up, liability for taxes, or any measure of lost business) to rectify that error provided **you**:

- a. notify **us** of the error as soon as practicable;
- b. satisfy **us** that a future **claim** would likely result from that error if not rectified;
- c. satisfy **us** that such future **claim** would likely be covered under this **policy** and involve a demand for damages greater than the cost of rectifying the error; and
- d. obtain **our** prior written consent before incurring such rectification costs, or incur such costs within ten days of first learning of the error and later provide **us** with all information and documentation that **we** require to support the rectification costs **you** have incurred and the actions **you** have taken.

If subsequently a **claim** is still made against **you** following **our** payment of these rectification costs then these payments will be deducted from the amount **we** will pay toward resolution of that **claim** as well as the remaining **limit of indemnity** available for that **claim**.

Losses from dishonesty	If during the period of insurance , and in the performance of your business activities 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.
Loss of documents	If during the period of insurance any document, information or data of yours which is necessary for the performance of your business activities is lost, damaged or destroyed while in your possession, we will cover you against the cost of restoring or replacing it. This does not include any data held electronically.

What is not covered

We will not make any payment for any **claim** (including **defence costs**) or **loss** directly or indirectly:

Matters specific to your business	<ol style="list-style-type: none"> 1. for, alleging or arising from any contractual liability. However, this exclusion will not apply to any claim for unintentional breach of a written contract brought by a client. 2. for, alleging or arising from: <ol style="list-style-type: none"> a. any contractual liability under 1. above where at the time the contract or variation to an existing contract was entered you were aware or reasonably ought to have been aware that there were not sufficient technical, creative, logistical, or financial resources to perform the contract as promised, including your under-budgeting of a project; b. any warranty or guarantee; however, this exclusion will not apply to your warranty or guarantee that material created by you will not infringe another's intellectual property rights or your warranty or guarantee that you will use reasonable care and skill (or an equivalent industry standard) in the performance of a contract; c. any exclusivity, territorial restriction, non-competition, non-solicitation, or other similar commercial terms; d. any invoicing or timekeeping protocols; or e. your decision to cease doing business with a business partner or associate. 3. resulting in an award for consequential, special or indirect damages, or loss of claimant's profits; however, this exclusion will not apply to: <ol style="list-style-type: none"> a. a court's award of consequential, special or indirect damages resulting from your contractual disclaimer or limitation on such damages being deemed unenforceable by the same court issuing the award; b. breach of a warranty made by you that the content you provide will not infringe another's intellectual property rights; c. your warranty or guarantee that you will use reasonable care and skill (or an equivalent industry standard) in the performance of a contract; d. breach of an express contractual provision that is solely triggered by your disclosure of your client's confidential information; e. any amount you satisfy us that you are legally able to recover under a written contract. 4. for, alleging, or arising from any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret. 5. for, alleging, or arising from any death or bodily injury or disease suffered or alleged to be suffered by anyone; however, this exclusion does not apply to any portion of any claim seeking damages for mental anguish or distress where such damages solely stem from a covered cause of action for defamation, breach of privacy, or negligent publication. 6. for, alleging, or arising from the loss, damage or destruction or loss of use of any tangible property; however this exclusion does not apply to any claim: <ol style="list-style-type: none"> a. for alleging or arising from damage to electronic data; b. your own losses directly arising from any document of yours which is necessary for the performance of your business activities and lost, damaged or destroyed while in your possession. 7. for, alleging, or arising from any false or misleading advertisement about your products or services that is published or broadcast to the general public or a specific marketing segment for the purpose of promoting any aspect of your business; however, this
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exclusion will not apply to any covered portion of any **claim** based on **your** alleged unauthorised use of another's trademark.

8. for, alleging, or arising from any self-replicating, malicious code that was not specifically targeted to **your** system; however, this exclusion will not apply to any covered portion of any **claim** for negligent transmission of a computer virus, worm, logic bomb, or Trojan horse.
9. for, alleging, or arising from any liability for any product design, industrial design, architectural design, or architectural services.
10. for, alleging, or arising from any prize, coupon, or voucher redemption level estimates or forecasts being exceeded or not met.
11. for, alleging, or arising from any over redemption or under redemption of coupons, discounts, awards or prizes from advertisements, promotions, contests or other games of chance.
12. for, alleging, or arising from any product liability, safety or health-related liability, or any other liability arising out of the sale, manufacture, use or consumption of any product.
13. for, alleging, or arising from any inaccuracy of any material or information supplied to **you** by a **client** or the agent of a **client**, including but not limited to competitor comparisons and nutritional information statements.
14. for, alleging, or arising from any payment owed to a licensor under a license; however, this exclusion will not apply to any covered portion(s) of any copyright and/or trademark **claim** that results in a damage award that is measured by the amount a claimant would have received had **you** paid for a license to use the claimant's infringed work and/or mark.
15. for, alleging, or arising from any failure or interruption of service provided by an internet service provider, telecommunications provider or other utility provider except to the extent **you** provide those services as part of **your business activities**.
16. for, alleging, or arising from any governmental enforcement of any regulation or governmental provision; 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 of yours** and has asserted the **claim** in its capacity as a **client** and not in its official governmental capacity.
17. for, alleging, or arising from 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(s);
 - d. breach of any fiduciary duty owed by **you**.
18. for, alleging, or arising from any:
 - a. 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;
 - b. liability or breach of any duty or obligation owed by **you** as an employer, including but not limited to any allegation of discrimination, harassment, or wrongful termination;
 - c. liability or breach of any duty or obligation owed to **you** and/or **your** shareholders by any of **your** directors, officers, trustees, or board members, including but not limited to any allegation of insider trading or breach of any duty of corporate loyalty;
 - d. personal liability incurred by any director, officer, trustee, or board member of **yours** when acting in that capacity or managing **your business**.
19. for, alleging, or arising from **your** insolvency or the insolvency of **your** suppliers.
20. for, alleging or arising from **your** provision of any sweepstakes, gambling activities, or lotteries.
21. for, alleging or arising from the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.

Matters insurable elsewhere

	22. for, alleging, or arising from property owner's liability.
	23. for, alleging or arising from the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
Reckless or dishonest acts	<p>24. for, alleging, or arising from any fraudulent conduct, dishonest conduct, criminal conduct, malicious conduct, conduct committed in reckless disregard of another's rights (but not in respect of a defamation claim), conduct intended to cause harm to another person or business, or any knowing or wilful violation of a law, whether committed by you or committed by another whose conduct or violation of the law you have ratified or actively condoned or any act you knew, at the time you performed it, would give rise to a claim or loss.</p> <p>However, this exclusion will not apply unless:</p> <ol style="list-style-type: none"> such conduct or wilful violation of the law has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding; or such conduct or wilful violation of the law has been established by your admission in a proceeding or otherwise; or you or we discover evidence of such conduct or willful violation of the law; <p>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.</p>
Pre-existing problems	25. arising out of any matter that prior to the first date of the period of insurance you knew or reasonably ought to have known would be likely to lead to a claim , potential claim or loss .
War, terrorism and nuclear	26. for, alleging or arising from war , terrorism or nuclear risks .
Asbestos	27. for, alleging or arising from asbestos risks .
Pollution	28. for, alleging, or arising from any pollution, contamination or toxic exposure, including but not limited to any pollution, contamination or toxic exposure caused by or arising out of the following: noise, electromagnetic fields, radio waves, nuclear radiation, or radioactive contamination.
Claims brought by a related party	<p>29. 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. 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.</p> <p>30. made against you by any person or entity that you currently employ or formerly employed, including but not limited to employees, freelancers, and independent contractors; however, this exclusion will not apply to any portion of any claim solely based on business activities performed when such person or entity was not working for you.</p>
Non-compensatory payments	<p>31. for which you are legally obligated to pay punitive and/or exemplary damages; however we will pay an award of such damages if insurable in the jurisdiction where such award was first ordered.</p> <p>32. for which you are legally obligated to pay criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages, and/or multiple damages, including but not limited to those imposed by any national, federal, state, or local governmental body or by the Mechanical Copyright Protection Society (MCPS)-Performing Rights Society (PRS) Alliance, American Society of Composers Authors and Publishers (ASCAP), Broadcast Music Inc. (BMI), Society of European Stage Authors and Composers (SESAC), or other similar licensing organization.</p>
Claims outside the applicable courts	33. brought outside the countries set out in the schedule under applicable courts , including arbitration. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts .
Other losses	34. for, alleging or arising out of any trading loss or trading liability including those arising from the loss of any client , account or business.

How much we will pay

We will pay up to the **limit of indemnity** shown in the schedule unless limited below. 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.

You must pay the relevant **excess** shown in the schedule and **our** duty to make any payment under this section will only arise after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered part of the **claim**.

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

For lost, damaged or destroyed documents, information or data, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing them.

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; or additionally
- in relation to defamatory statements, a single or continuing investigation or a common set of facts or state of affairs;

will be treated as a single **claim**, **loss** or **potential claim**. **You** will pay a single **excess** and **we** will pay a maximum of a single **limit of indemnity** for these related **claims**. All of the notifications which are related will be considered as having been made on the date of the first notification to **us**.

Special limits

For **claims** and **your** own losses arising from dishonesty and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone, the most **we** will pay is a single **limit of indemnity** for the total of all such **claims**, their **defence costs** and **your** own losses. **You** must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

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

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**, 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 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:

- 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;
- 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;
- 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** which is covered in its entirety. 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.

If a **claim** which is only partially covered is made against **you**, **we** have the right and duty to defend **you**, but amounts relating to non-covered portions of **claims** will be deducted from **our** final settlement.

However, for **claims** or portions of **claims** which allege or arise from any infringement, use or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret, **we** and **you** agree to allocate all amounts, including **defence costs**, upon **our** receipt of the **claim** or **potential claim**.

We and **you** agree to use best efforts to determine a fair allocation of covered and non covered portions of **claims**. If **you** and **we** cannot agree on a fair allocation **you** and **we** agree to follow the dispute resolution process in the General terms and conditions of this **policy**.

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

We have no duty to defend **you** against **claims** where:

- a. no portion of the **claim** is covered; or
- b. we pay **you** the **limit of indemnity** as described in **How much we will pay** – Paying out the limit of indemnity.

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

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

Special definitions for 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.
Existing subsidiary	Each and every entity identified in your proposal for this policy , but only if: <ul style="list-style-type: none"> a. the insured owns more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the period of insurance; and b. its annual revenue and business activities are included in your proposal for this policy.
Hacker	Anyone, including an employee of yours , who specifically and maliciously targets you and gains unauthorized access to your website, intranet, network, computer system or data you hold electronically via the internet or other external electronic link, solely by circumventing electronically the security systems in place to protect against such unauthorized access. A hacker does not include any director or partner of yours , or any person who while on your premises (other than your employee) directly gains unauthorized access to any computer system.
Insured	The entity stated as the 'insured' in the schedule.
Limit of indemnity	The limit of indemnity shown in the schedule.
Loss	Any financial harm caused to your business .
You/your	<ol style="list-style-type: none"> 1. The insured or any existing subsidiary; 2. directors, officers, board members and senior managers of the insured and existing subsidiaries.

What is covered

Your own losses	<p>If a hacker, during the period of insurance, causes you a loss by:</p> <ol style="list-style-type: none"> a. damaging, destroying, altering, corrupting, or misusing your website, intranet, network, computer system, programs, or data you hold electronically; and/or b. copying or stealing any program or data you hold electronically; <p>we will pay all the reasonable and necessary expenses incurred with our prior written consent in replacing or repairing your website, intranet, network, computer system, programs, or data you hold electronically to the same standard and with the same contents as before it was damaged, destroyed, altered, corrupted, copied, stolen or misused.</p> <p>In addition, at your request we will pay for the fees of:</p> <ol style="list-style-type: none"> a. a public relations firm to assist you in re-establishing your business reputation; or b. a forensic consultant to establish the identity of the hacker; or c. a security consultant to review your electronic security and the cost of any reasonable security improvements. <p>Any payment we agree to make for these fees will be within and not in addition to the limit of indemnity and will not exceed 10% of the amount of each loss we have paid and will be subject to a maximum of £25,000 for all losses notified to us in the period of insurance.</p>
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How much we will pay

We will pay up to the **limit of indemnity** shown in the schedule.

You must pay the relevant **excess** shown in the schedule and **our** duty to make any payment under this section will only arise after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered part of the **loss**.

Your obligations

If a problem arises

You must notify **us** of the following promptly and within the **period of insurance**:

- a. **your** first awareness of a problem which is likely to give rise to **your** website, intranet, network, computer system, programs or data **you** hold electronically being damaged, destroyed, altered, corrupted, copied, stolen or misused;
- b. **your** website, intranet, network, computer system, programs or data **you** hold electronically having been damaged, destroyed, altered, corrupted, copied, stolen or misused.

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

Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
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.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods 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>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners or any employee or spouse of such person against legal liability as a result of bodily injury, property damage or personal injury incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than:</p> <ol style="list-style-type: none"> where indemnity arises out of the ownership or occupation of land or buildings; where indemnity is provided by any other insurance.
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against 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; 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, 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 service or apprenticeship with **you**.

Pollution

4.
 - a.
 - i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**;

unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
 - b. any **pollution** occurring in the United States of America or Canada.

Computer virus

5. transmission of a computer **virus**.

Professional advice

6. designs, plans, specifications, formulae, directions or advice prepared or given by **you**.

Your products

7. the costs of recalling, removing, repairing, reconditioning or replacing any **product** or any of its parts.
8.
 - 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**.

Inefficacy	9. inefficacy.
Deliberate or reckless acts	10. 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	11. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	12. date recognition.
War, terrorism and nuclear	13. war, terrorism or nuclear risks.
Asbestos	14. asbestos risks.
	B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
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> <tr> <td>1. You or your partner or director</td><td>£250</td></tr> <tr> <td>2. Any other employee</td><td>£100</td></tr> </table>	1. You or your partner or director	£250	2. Any other employee	£100
1. You or your partner or director	£250				
2. Any other employee	£100				

Paying out the limit of indemnity

The most **we** will pay for the total of all court attendance compensation is £10,000.

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 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; or
by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
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. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

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

Special definitions for this section

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

What is covered

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

- 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, a 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. **You** or **your** partner or director £250
 2. Any other **employee** £100
- The most **we** will pay for the total of all court attendance compensation is £10,000.

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.

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

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

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

Control of defence

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

Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in 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.

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

If a crisis arises during working hours

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

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**.