



Hiscox Insurance
Your policy wording



Hiscox Insurance

Policy wording

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Policy wording

Introduction

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

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

Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

Please read this policy wording, together with any **endorsements** and **your** schedule, very carefully and keep them in a safe place. If anything is incorrect or changes, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Our promise to you

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



Ben Horton

Executive Director, Hiscox Underwriting Ltd
Chief Underwriting Officer, Hiscox UK

Complaints procedure

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

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

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

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service to review **your** case. This does not affect **your** legal rights.

Address:
Financial Ombudsman Service
Exchange Tower

London E14 9SR

Telephone: 0800 023 4567 or +44 20 7964 0500 from outside the United Kingdom

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

If you contact them or us, please quote the policy number shown in your policy schedule.

General terms and conditions

General definitions	<p>We use some words throughout this policy with the same meaning wherever they appear. These are shown in bold type and we explain what they mean below.</p> <p>Any other definitions when used in particular sections of the policy are shown in bold and have the same meaning whenever they appear in that section. We explain what they mean in the 'Special definitions' section of that part of the policy.</p>
Artificial intelligence	<p>Any machine learning, logical, statistical or other algorithm in computer or digital technology that can:</p> <ol style="list-style-type: none">1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or2. adapt or vary its operation proactively, or in response to inputs.
Asbestos risks	<ol style="list-style-type: none">1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or2. exposure to asbestos, asbestos fibres or materials containing asbestos; or3. 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	<p>Your business or profession as shown in your schedule.</p>
Civil commotion	<p>Where 12 or more persons are present together, whether in a public or private place, with a common purpose (which may be inferred from conduct):</p> <ol style="list-style-type: none">1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or2. which causes a person of reasonable firmness, had such person been present at the scene, to fear for their safety. For the purposes of this definition, no person of reasonable firmness need actually be, or be likely to be, present at the scene.
Communicable disease	<p>Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.</p>
Computer or digital technology	<p>Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p>
Computer or digital technology error	<p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none">1. creation, handling, entry, modification or maintenance of; or2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, <p>any computer or digital technology.</p>
Confiscation	<p>Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.</p>
Cyber attack	<p>Any digital attack or interference, whether by a hacker or otherwise, attempting or resulting in:</p> <ol style="list-style-type: none">1. access to;2. extraction of information from;3. disruption of access to or the operation of; or4. damage to: <p>any data or computer or digital technology, including but not limited to any:</p> <ol style="list-style-type: none">a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; orb. denial of service attack or distributed denial of service attack.

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 your schedule.
Hacker	Any artificial intelligence , entity or person, including any employee of yours , who gains or attempts to gain unauthorised access to or use of any: <ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf.
Nuclear risks	<ol style="list-style-type: none"> 1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; 2. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above; 3. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in your schedule.
Personal data	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
Policy	This insurance document and your schedule, including any endorsements .
Program(s)	Code or instructions which tell computer or digital technology how to process data or interact with ancillary equipment, systems or devices.
Social engineering communication	Any request directed to you or someone on your behalf by any artificial intelligence , entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.
Solar weather	Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"> 1. is committed for political, religious, ideological, racial or similar purposes; and 2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and <ol style="list-style-type: none"> a. involves violence against one or more persons; or b. involves damage to property; or c. endangers life other than that of the person committing the action; or d. creates a risk to health or safety of the public or a section of the public; or e. is designed to interfere with or to disrupt an electronic system.
War	War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in your schedule.
You/your	The insured named in the schedule.
General conditions	The following conditions apply to the whole of this policy . Any other conditions are shown in the section to which they apply.
Presentation of the risk	<ol style="list-style-type: none"> 1. In agreeing to insure you and in setting the terms and premium, we have relied on the information you have given us. You must provide a fair presentation of the risk and must take care when answering any questions we ask by ensuring that all information provided is true, accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which you (including your senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.

- If you fail to make a fair presentation
2. a. If **we** establish that **you** deliberately or recklessly failed to present the risk to **us** fairly, **we** may treat this **policy** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.
- b. If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:
- i. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or
- ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.
- Change of circumstances
3. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy** (a material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance). **We** may then change the terms and conditions of this **policy** or cancel it in accordance with the cancellation condition.
- If you fail to notify us of a change of circumstances
4. a. If **we** establish that **you** deliberately or recklessly failed to:
- i. notify **us** of a change of circumstances which may materially affect the **policy**; or
- ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing us with information in relation to a change of circumstances;
- we** may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.
- b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:
- i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
- ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.
- Reasonable precautions
5. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair. **We** will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.
- Premium payment
6. **We** will not make any payment under this **policy** until **you** have paid the premium.
- Cancellation
7. **You** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium:
- a. under £20; or
- b. if **we** have accepted any notification of any claim, potential claim or loss before the cancellation takes effect.

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.

- Multiple insureds 8. The most **we** will pay is the relevant amount shown in **your** schedule.
If more than one insured is named in **your** 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 **your** schedule, or if there is more than one insured named in **your** schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.
- Aggregate limit 9. Where a section of this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under that section of **your policy** during the **period of insurance**.
- Rights of third parties 10. **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- Other insurance 11. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.
- Cover under multiple sections 12. Where **you**, including anyone within the meaning of 'you' or 'insured person' in any section of the **policy**, are entitled to cover under more than one section of the **policy** in respect of the same claim or loss, or any part of a claim or loss, **we** shall only provide cover under one section of the **policy**, being the section that provides the most advantageous cover to **you** or the party entitled to cover.
- Governing law 13. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.
- Arbitration 14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.
- Non-admitted 15. This **policy** is negotiated and made in the United Kingdom between **you** and **us**. **We** are authorised to conduct insurance business in the United Kingdom and in certain other jurisdictions. **You** acknowledge that no solicitation for the **policy** has been made by **us** outside of the United Kingdom, that unless otherwise agreed in writing the **policy** is subject to English Law and jurisdiction and that claims are payable in the United Kingdom. **You** acknowledge that any applicable local taxes outside of the United Kingdom, Channel Islands, Isle of Man, Gibraltar, the European Economic Area, or other jurisdiction in which **we** have informed **you** that **we** are authorised to conduct insurance business, will be paid by **you** directly to the appropriate authority.
- Several liability 16. This clause applies if more than one insurer and/or a Lloyd's syndicate is party to this **policy**.
The liability of an insurer or syndicate under this **policy** is several and not joint with any other insurers or syndicates party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. **We** will provide **you**, on request, with details of the insurers/syndicates who are party to this **policy** and the proportions of liability they have underwritten.
- Sanctions 17. **We** shall not be deemed to provide cover and shall not be liable to pay any claim or loss or provide any benefit under this **policy** to the extent that the provision of such cover, payment of such claim or loss or provision of such benefit would expose **us**, or would in **our** reasonable view give rise to any appreciable risk of exposing **us**, to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or of any other relevant jurisdiction.

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

- Your obligations 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; and
 - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
2. **You** must:
- a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
 - b. give us all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

Fraud

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

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

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

General exclusions

The exclusions set out below apply to each and every section of this **policy** and shall not be varied by any other provision in this **policy**. Where the exclusions below are not consistent with any other provision in this **policy**, these exclusions apply and shall override the inconsistent provision.

In addition, other exclusions apply to this **policy** and these are included in the particular sections of the **policy** to which they apply.

1. We will not make any payment for any damage, loss, cost, expense or claim directly or indirectly caused by, contributed to by, resulting from or in connection with:
 - a. **solar weather**;
 - b. any fear or threat of 1.a.; or
 - c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 1.a.

Professional indemnity for technology companies

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Cover under this section is given on an each and every claim or loss basis unless **your** schedule or the special limits in **How much we will pay** below state that the limit of indemnity applies in the aggregate. Please check **your** schedule and **your** policy wording carefully. **Your schedule** will also state whether defence costs are included within the limit of indemnity.

Special definitions for this section

Advertising or branding	Advertising, branding, including your company name, trading name and any web domain name, publicity, or promotion in or of those of your products or services that expressly fall within your business activity , including online.
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in your schedule.
Business activity(ies)	The activity(ies) stated in your schedule, which you perform in the course of your business .
Claim	Any written assertion of liability, any written demand for financial compensation, or any written demand for injunctive relief first made against you within the applicable courts .
Client	Any person or entity with whom you have engaged or contracted to provide services or deliverables that expressly fall within your business activity .
Defence costs	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim but not including any overhead costs, general business expenses, salaries, or wages incurred by you or any other person or entity entitled to coverage under this section.
Employee	An individual performing employment duties solely on your behalf in the ordinary course of your business activity 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 activity . You and your sub-contractors and outsourcers will not be treated as employees under this section.
Liquidated damages	A sum of money, or mechanism for calculating such sum, agreed between you and your client by contract as the amount payable by you in the event of a specified breach of such contract provided that, at the time the sum or mechanism was agreed, it represented a fair and reasonable estimate of your client's loss in the event of your breach of contract.
Loss	Any financial harm caused to your business .
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Potential claim	Anything likely to lead to a claim covered under this section.
Retroactive date	The date stated as the retroactive date in your schedule. For any subsidiary acquired during the period of insurance the retroactive date will be the date of acquisition.
Subsidiary(ies)	An entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar: <ol style="list-style-type: none">1. that has been identified in your proposal for this policy and of which you own 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; or2. which you acquire during the period of insurance where the acquired entity's turnover for the 12-month period leading up to the date of acquisition is:<ol style="list-style-type: none">a. less than 20% of your turnover; andb. is not more than £5,000,000,and the acquired entity's business activity is the same as yours.
You/your	Also includes:

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

What is covered

A.

Claims against you

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, any party brings a **claim** against **you** for any actual or alleged:

Breach of contract and liquidated damages

1. breach of any contract between **you** and **your client**, including any service level agreement forming part of such contract, or any **claim** for **liquidated damages**, but only where such **claim** is brought by **your client**;

Intellectual property infringement

2. intellectual property infringement, (but not any patent infringement or trade secret misappropriation), including but not limited to:
 - a. infringement of copyright, trademark, trade dress, publicity rights, moral rights or design rights;
 - b. cyber-squatting violations;
 - c. any act of passing-off; or
 - d. misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork;

Negligence

3.
 - a. negligence or breach of any duty to use reasonable care and skill, including but not limited to negligent misrepresentation; or
 - b. negligent loss of or physical damage to any third-party tangible document for which **you** are responsible;

Breach of confidentiality

4. breach of any duty of confidence, invasion of privacy, or violation of any other legal protections for personal information;

Defamation

5. defamation, including but not limited to libel, slander, trade libel, product disparagement, or malicious falsehood;

Dishonesty

6. dishonesty of **employees** or sub-contractors or outsourcers directly contracted to **you** or under **your** supervision; or

Civil liability

7. any other civil liability;

unless excluded under **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 amount to satisfy a judgment or arbitration award against **you** including any judgment or award ordering the payment of claimant's lawyers' fees and costs.

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

Sub-contractors or outsourcers

We will indemnify **you** against any **claim** falling within the scope of **What is covered**, Claims against you, which is brought as a result of a **business activity** undertaken on **your** behalf by any sub-contractor or outsourcer.

Pre-claims assistance

If **you** first become aware of a **potential claim**, **we** may pay reasonable and necessary fees, costs and expenses incurred with **our** prior written agreement to investigate or monitor such **potential claim**. If a **claim** is subsequently brought and which arises from the same subject matter as the **potential claim**, **our** total payment, including what **we** have already paid to investigate or monitor the **potential claim**, will not exceed the applicable limit of indemnity in **your** schedule.

B.

Advertising claims

If during the **period of insurance**, and as a result of **your advertising or branding** on or after the **retroactive date** within the **geographical limits**, any party brings a **claim**, including any injunctive proceedings, against **you** for:

1. infringement of copyright or moral rights; or
2. defamation,

unless excluded under **What is not covered** below, **we** will indemnify **you** against the sums **you** have to pay as compensation, including any liability for claimants' legal costs and expenses.

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

Your own losses

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

Additional cover

Joint ventures **We** will indemnify **you** against any **claim** falling within the scope of **What is covered**, Claims against you, which is brought against **you** during the **period of insurance** as a result of a **business activity** undertaken on **your** behalf by a:

1. person, or group of people;
2. joint venture; or
3. consortium;

where 1., 2. or 3. are carrying out such **business activities** for the purpose of profit-sharing.

We will only pay either the corresponding percentage of the **claim** that **you** are directly liable to pay or the applicable limit of indemnity, whichever is the lesser.

Service credits **We** may agree to **you** providing service credits in full or partial settlement of a covered **claim** against **you**. Where **we** agree to a settlement on that basis, **we** will pay the cost to **you** of providing such service credits.

Key person cover **We** will pay the reasonable and necessary costs incurred by **you** with **our** prior written agreement to engage a consultant to:

1. undertake the day-to-day work of a senior manager or director to the extent that such individual is unable to fulfil his or her usual responsibilities as a direct result of their time being diverted to the management of a **claim** covered under this section; or
2. manage **your** response to a covered **claim**, to enable a senior manager or director to fulfil his or her usual responsibilities.

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

What is not covered In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

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

Commercial disputes 1. a. any liability under a contract to anyone other than a **client**; or

b. i. a commission or royalty, or any other term upon which any party is to be compensated in connection with doing business with **you**, or any compensation or remuneration promised or owed by **you** pursuant to those terms; or

ii. **your** decision to cease doing business with any partner, associate or other party, other than **your client**.

Insufficient resources 2. any **claim** for breach of contract brought by a **client** where at the time the contract or variation to an existing contract was entered into **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.

Repair/replace/recall	3. any costs or expenses involved in the repair, upgrade, correction, recall or replacement of any software, hardware, firmware, or associated network cabling including any costs or expenses relating to your legal obligation to comply with an injunction.
Chargeback	4. any chargeback, liability, or fee incurred by you or your client as a result of a merchant service provider, including any credit card company or bank, wholly or partially reversing or preventing a payment transaction.
Legal and financial advice	5. any: <ul style="list-style-type: none"> a. reserved legal activity provided by or carried out by you, as defined in the Legal Services Act 2007, or any related, similar or successor legislation or regulation in any jurisdiction; or b. any activity regulated by the Financial Conduct Authority, the Prudential Regulation Authority or any other similar or successor regulatory bodies.
Injury	6. any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. However this exclusion does not apply to any part of any claim : <ul style="list-style-type: none"> a. seeking damages for mental anguish or distress where such damages solely stem from a covered claim for defamation; or b. directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by you for a fee, provided that such claim is first brought within the applicable courts but always excluding USA or Canada.
Communicable disease	7. or contributed to by, resulting from or in connection with any: <ul style="list-style-type: none"> a. communicable disease; b. fear or threat of 7.a. above; or c. any action taken in controlling preventing, suppressing, responding or in any way relating to 7.a. or 7.b. above.
Property damage	8. loss, damage or destruction or loss of use of any tangible property, including but not limited to bearer bonds, coupons, share certificates, stamps, money or other negotiable paper. However this exclusion does not apply to any: <ul style="list-style-type: none"> a. claim directly arising from physical damage to a tangible document belonging to a third-party where covered under What is covered, Negligence; b. loss directly arising from any tangible document where covered under What is covered, Your losses, Loss of documents; or c. claim directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by you for a fee, provided that such claim is first brought within the applicable courts but always excluding the USA or Canada.
Non-fiat/virtual currency	9. any purchase, use or development of any: <ul style="list-style-type: none"> a. non-fiat or virtual currency including but not limited to any crypto currency, asset, unit, coin, token or balance that exists only in or predominantly in digital or virtual form; b. currency which is, itself, based on or utilises blockchain or any other distributed ledger technology; or c. initial coin offering or any other form of fundraising in respect of any new currency.
Unfair competition	10. any unfair competition, deceptive trade practices, or restraint of trade or breach or alleged breach of any competition or antitrust statute, legislation or regulation.
Tax	11. any breach or alleged breach of any taxation law or regulation.
Government investigation/enforcement	12. any governmental enforcement of any legislation, regulation or order from any regulatory authority. However, this exclusion shall not apply to any otherwise covered claim from a national, local, federal, state or foreign government, agency or entity that is a client and has asserted the claim in its capacity as a client and not in its official governmental capacity.
Infrastructure interruption	13. or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, cloud services provider, telecommunications provider, utilities supplier or other infrastructure provider including

but not limited to physical transmission lines, satellite networks, core DNS root servers, IP addressing systems and certificate authorities.

However, this exclusion does not apply to a service where **you** directly control and provide such service as part of **your business activity**.

Sweepstakes, gambling or lotteries	14. your provision of any sweepstakes, gambling activities or lotteries.
Land, animals and vehicles	15. the ownership, possession or use of any land, building, animal, aircraft (including any drone or small unmanned aerial vehicle), watercraft or motor vehicle.
Employees	16. anyone's employment with you or any breach of an obligation owed by you as an employer.
Discrimination	17. any discrimination, victimisation, harassment or unfair treatment.
Disability discrimination	18. any violation or alleged violation of the responsibilities, obligations, or duties imposed by any federal, state, or local statutory or common law anywhere in the world (including but not limited to the Americans With Disabilities Act or the Civil Rights Act of 1964), or any amendments to or regulations promulgated under any such law that governs the prohibition of discrimination on the basis of disability.
Insolvency	19. your insolvency or the insolvency of your suppliers.
Directors and officers' liability	20. any liability or breach of any duty or obligation owed to you or your shareholders by any of your directors, officers, trustees or board members, including but not limited to any: a. allegation of insider trading; b. breach of any duty of corporate loyalty; c. liability for any statement, representation or information concerning you or your business contained in your accounts, reports, financial statements, or your advertising or branding .
Personal liability	21. any personal liability incurred by any director, officer, trustee, or board member of yours when acting in that capacity or managing your business other than when performing a business activity for a client or advertising or branding .
Dishonest or criminal conduct	22. any fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business (but not in respect of a defamation claim), or any knowing or wilful violation of a law, whether committed by you or committed by another whose conduct or violation of the law you have ratified or actively condoned, or any act you knew, at the time you performed it, would give rise to a claim or loss . However, this exclusion will not apply unless: a. such conduct or wilful violation of the law has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding; or b. such conduct or wilful violation of the law has been established by your admission in a proceeding or otherwise; or c. you or we discover evidence of such conduct or wilful violation of the law; at which time you shall reimburse us for all payments made by us in connection with such conduct or wilful violation of the law and all of our duties in respect of that entire claim shall cease.
Reckless conduct	23. any conduct committed in reckless disregard of another person or business' rights, but not in respect of a covered defamation claim .
Organised crime	24. any: a. violation or alleged violation of the responsibilities, obligations, or duties imposed by any racketeering or conspiracy law, including but not limited to violation of the Racketeer Influenced and Organizations Act (RICO) and all amendments to this Act or any rules or regulations promulgated under it; or b. collusion, extortion, or threatened violence.
Pre-existing problems	25. anything, including any potential claim or any actual or alleged shortcoming in your work, likely to lead to a claim or loss , which you knew or ought reasonably to have known about before the commencement of the period of insurance .
War, terrorism, civil	26. or contributed to by, resulting from or in connection with any:

commotion and nuclear	<ul style="list-style-type: none"> a. terrorism; b. civil commotion, strikes or industrial action; c. war; d. nuclear risks; e. fear or threat of 26.a. to 26.d above; or f. any action taken in controlling preventing, suppressing, responding or in any way relating to 26.a. to 26.e. above. <p>If there is any dispute between you and us over the application of clause 26.a. or 26.b. above, it will be for you to show that the clause does not apply.</p>
Social engineering	27. or contributed to by, resulting from or in connection with any social engineering communication .
Cyber incidents	<p>28. or contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> a. cyber attack; b. hacker; c. any fear or threat of 28.a. to 28.b. above; or d. any action taken in controlling, preventing, suppressing, responding or in any way relating to 28.a. to 28.c. above. <p>However this does not apply to any claim made against you by a client which arises directly out of your provision of hosting, maintenance, security or web design where these fall within your performance of business activities for that client.</p>
Computer or digital technology error	<p>29. or contributed to by, resulting from or in connection with any computer or digital technology error. However, this does not apply to any claim made against you by a client which arises directly out of your error or omission affecting:</p> <ul style="list-style-type: none"> a. your client's computer or digital technology; or b. your computer or digital technology where it is directly accessed or used by your client, <p>in your performance of business activities for that client.</p>
Personal data claims	<p>30. or relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data.</p> <p>However, this does not apply to any covered claim or part of a covered claim made against you by a client which arises directly from your performance of a business activity for that client and which is not otherwise excluded by What is not covered, A. 27. Social engineering, A. 28. Cyber incidents, A. 31 Biometric and genetic information or A. 37. Log4j vulnerability. The most we will pay in relation to any such covered claim(s) is the Special Limit stated in your schedule for personal data claims.</p>
Biometric and genetic information	31. or contributed to by, resulting from or in connection with any actual or alleged failure to comply with any federal, state or local law of the United States of America or any federal, provincial, territorial or local law of Canada relating to the collection, processing, storage, or use of biometric data, biometric identifiers, biometric information, or genetic information, including, but not limited to the California Invasion of Privacy Act (CIPA), the Illinois Biometric Information Privacy Act (BIPA), the Texas Capture or Use of Biometric Identifier Act (CUBI), the Washington Biometric Identifiers Act, and the Genetic Information Privacy Act (GIPA) or any related, similar or successor legislation or regulation.
Asbestos or pollution	32. asbestos risks or pollution .
Trademarks and false advertising	<p>33. any actual or alleged:</p> <ul style="list-style-type: none"> a. act of passing-off, unauthorised use of another's trademark, name or logo; or b. false or misleading advertising; <p>in relation to your advertising or branding.</p>
Opioids	34. opioid, opioid product, or product derived from opium or opiates, including but not limited to any liability arising out of the use, sale, promotion, manufacture, distribution, delivery, transport, transfer, or possession of any opioid, opioid product, or product derived from opium or opiate.
Pension and employee benefits schemes	35. any liability or breach of any duty or obligation owed by you in connection with the operation or administration of any health, pension or employee benefit scheme, plan,

trust or fund, including but not limited to violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974.

Patent/trade secret	36. any actual or alleged infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.
Log4j vulnerability	37. or contributed to by, resulting from or in connection with the Common Vulnerability and Exposure (CVE) reference CVE-2021-44228 listed in the National Vulnerability Database operated by the National Institute of Standards and Technology.
Claims brought by a related party	B. We will not make any payment for: 1. any claim brought by any person or entity falling within the definition of you or any party with a financial, executive or managerial interest in you , including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. However, this does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of your business activity .
Claims by current and former employees	2. any claim made against you by any person or entity that you currently employ or formerly employed, including but not limited to employees , sub-contractors or outsourcers; however, this exclusion will not apply to any part of any claim : a. solely based on business activity performed when such person or entity was not working for you ; or b. based on a liability to an independent third-party directly arising out of the performance of your business activity ; or c. from an employee , sub-contractor or outsourcer that is brought entirely independently of that party's position as your employee , sub-contractor or outsourcer.
Punitive and exemplary damages	3. a. punitive or exemplary damages, unless insurable in the jurisdiction where such award was first ordered; or b. service credits, unless we agree to pay for such service credits as part of an agreed settlement in lieu of damages under What is covered, Claims against you . However, we will not make payment for any service credits you are obliged to provide under the terms of a contract between you and your client .
Fines and penalties	4. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages which you are legally obliged to pay, including but not limited to those imposed by any national, local, federal, state or foreign 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 any other similar licensing organisation.
Claims outside the applicable courts	5. any claim , including arbitration, brought outside the applicable courts . This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts .
Trading losses	6. any trading loss or trading liability including those arising from the loss of any client , account or business.

How much we will pay

Each and every claim	If your schedule states that the limit of indemnity applies to each and every claim or loss : 1. excluding defence costs ; the most we will pay for each potential claim, claim and losses is the limit of indemnity stated in your schedule. We will also pay for defence costs in addition to the limit of indemnity stated in your schedule. However, if a payment greater than the limit of indemnity has to be made for a potential claim, claim or loss , our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid; or 2. including all costs; the most we will pay for each potential claim, claim , including defence costs , and losses is the overall limit of indemnity stated in your schedule, unless limited below or in your schedule.
In the aggregate	If your schedule states that the limit of indemnity applies in the aggregate:

1. excluding **defence costs**; the most **we** will pay for the total of all **potential claims, claims and losses** is the overall limit of indemnity stated in **your** schedule, irrespective of the number of **potential claims, claims or losses**.

We will also pay for **defence costs** in addition to the limit of indemnity stated in **your** schedule. However, if a payment greater than the limit of indemnity has to be made for a **potential claim, claim, or loss, our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid; or

2. including all costs; the most **we** will pay for the total of all **potential claims, claims, including their defence costs, and losses** is the overall limit of indemnity stated in **your** schedule, irrespective of the number of **potential claims, claims or losses**, unless limited below or in **your** schedule.

Overheads and other business costs

Any amounts to be paid by **us** shall not include or be calculated based on any of **your** overhead expenses, **your** liability for debt, taxes, lost costs or profits, salaries or wages, production, recall, correction or reproduction costs, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving **your** security, or performing audits.

Excess

You must pay the relevant **excess** stated in **your** schedule. The **excess** will only be eroded by the covered part of the **potential claim, claim or loss**.

Multiple claims from a single source

If **your** schedule states that the limit of indemnity applies to each and every **claim or loss**, all **potential claims, claims and losses** which arise from:

1. the same original cause, a single source or a repeated or continuing problem in **your** work; or
2. 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 **potential claims, claims and losses**. All of the notifications which are related will be considered as having been made on the date of the first notification to **us**.

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**.

Claims and losses under more than one cover

If the same **claim or loss** is insured under more than one cover under **What is covered** above, **we** shall only make payment for that **claim or loss** under one of the covers, being the cover that is most advantageous for **you**.

Special limits

Cyber incidents and personal data

The most **we** will pay for each item below is a single limit of indemnity stated in **your** schedule, which is an aggregate limit, for the total of all **potential claims or claims, including defence costs, made against you by a client**:

Cyber incidents

1. a. that arise directly out of **your** provision of hosting, maintenance, security or web design where these fall within **your** performance of **business activities** for that **client**; and
- b. is contributed to by, resulting from or in connection with any **cyber attack or hacker** not otherwise excluded by **What is not covered, 28. Cyber incidents**.

Personal data claims

2. which arise directly from **your** performance of a **business activity** for that **client** relating to **personal data**.

Each and every claim

If **your** schedule states that the limit of indemnity applies to each and every **claim or loss**, the most **we** will pay for each item below is a single limit of indemnity, equivalent to the same amount, but which instead is an aggregate limit, for the total of all **potential claims, claims, including their defence costs, and losses** made against **you** arising from:

Dishonesty

1. the dishonesty of **your** partners, directors, **employees**, sub-contractors or outsourcers.

Property damage

2. the physical loss or destruction of or damage to tangible property.

Injury

3. the death, disease or bodily or mental injury of anyone.

Service credits

Where **we** pay service credits as part of an agreed settlement, **we** will only pay the cost to **you** of providing such credits. The amount **we** pay will not include **your** profit or mark-up.

The amount **we** pay for the cost-of-service credits is included within, and not in addition to, the limit of indemnity.

Key person cover

The most **we** will pay for the total key person cover is:

1. an equivalent sum of the senior manager's or director's contractual salary for the 12-month period prior to **you** receiving the **claim**; or
2. £250,000;

whichever is the lesser. This limit is included within, and not in addition to, the overall limit of indemnity for this section.

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us** of:
 - a. 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 at the end of that **period of insurance** for any **claim** or **loss** **you** first became aware of in the seven days before expiry;
 - b. **potential claims** under this section, such notification must be as soon as practicable and within the **period of insurance** or at the latest within 14 days after the end of that **period of insurance**, and must to the fullest extent possible identify the particulars of the **potential claim**, including identifying any potential claimant, 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;
 - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any **employee** or sub-contractor or outsourcer has acted dishonestly, as soon as reasonably practicable.

If **you** renew this **policy** with **us** and it is not subsequently cancelled, **we** will accept notifications that **you** make to **us** under this **period of insurance** for **claims**, **potential claims** or **losses** that **you** became aware of within the 60 days immediately prior to the expiry of this **period of insurance**. **You** must make such notifications to **us** within a maximum period of 60 days after the expiry of this **period of insurance**.

2. **You** must:
 - a. 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;
 - b. not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement;
 - c. not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your client** (including negotiating any request for proposal), **you** are required by law or compelled by a court, or **you** otherwise have **our** prior written consent.

If **you** fail to comply with these obligations, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name the investigation, settlement or defence of any **claim** or any part of a **claim**.

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

Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the **claim**.

Partially covered claims

If a **claim** is made which:

1. is not wholly covered by this section; or
2. is made against **you** and any other party who is not covered under this section;

then at the outset of the **claim**, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any **claim** or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of
defence costs

We will pay **defence costs** covered by this section on an ongoing basis prior to the final resolution of any **claim**; however, **we** will not pay any **defence costs** in connection with any **claim** or part of a **claim** which is not covered under this section. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

Payment of full
limit of indemnity

We have no further duty to indemnify **you** against any **claim** where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**. Paying out the limit of indemnity, or if the overall limit of indemnity stated in **your** schedule has been exhausted.

Payment of excess

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

Disputes

For the purposes of **Control of defence** in this section of the **policy**, **General condition 14**, Arbitration, within the **General terms and conditions** is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a **claim** or as to the fair allocation of any partially covered **claim** and its associated costs, will be referred to a single King's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such King's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.

Public and products liability (technology)

Policy wording

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

Special definitions for this section

Abuse or molestation	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
Abuse or molestation retroactive date	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Computer or digital technology	Any programs , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
Computer or digital technology error	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none">1. creation, handling, entry, modification or maintenance of; or2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of; any computer or digital technology .
Cyber attack	Any digital attack or interference, whether by a hacker or otherwise, designed to: <ol style="list-style-type: none">1. gain access to;2. extract information from;3. disrupt access to or the operation of; or4. cause damage to, any data or computer or digital technology , including but not limited to any: <ol style="list-style-type: none">a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; orb. denial of service attack or distributed denial of service attack.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Drone	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
Employee	Any person working for you in connection with your business who is: <ol style="list-style-type: none">1. employed by you under a contract of service or apprenticeship;2. hired to or borrowed by you;3. under your control or supervision and is self-employed or working on a labour-only basis;4. engaged by labour-only sub-contractors;5. a labour master or a person supplied by him;6. engaged under a work experience or training scheme;7. a voluntary worker engaged with your permission.

Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"> computer or digital technology; or data held electronically by you or on your behalf.
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 data	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation. This does not include drones .
You/your	Also includes any person who was, is or during the period of insurance becomes your director, partner, trustee, committee member, senior manager or officer in actual control of your operations.

What is covered

Claims against you	<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, other than abuse or molestation, or property damage occurring during the period of insurance; personal injury or denial of access committed during the period of insurance; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee when they are acting on your behalf in whatever capacity.</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>
Abuse or molestation claims	<p>If, as a result of your business, any party brings a claim against you during the period of insurance for abuse or molestation committed after the abuse or molestation retroactive date, we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee when they are acting on your behalf in whatever capacity. However, we will not in any event provide cover to any party who commits, condones or ignores any abuse or molestation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners, trustees, committee members, employees or the spouse of any such person against legal liability as a result of bodily injury, property damage or personal injury, which falls within the scope of What is covered, Claims against you, incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than where such liability:</p> <ol style="list-style-type: none"> arises out of: <ol style="list-style-type: none"> any loss of a third-party's key or electronic pass card; any failure to secure a third-party's premises; the ownership or occupation of land or buildings; or

b. is covered by any other insurance.

Claims against principals

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

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

and **you** are liable for that claim, **we** will treat such claim as if it had been made against **you** and make the same payment to such party that **we** would have made to **you**, provided that they:

- i. have not, in **our** reasonable opinion, caused or contributed to the claim against them;
- ii. accept that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- iii. have not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- iv. give **us** the information and co-operation **we** reasonably require for dealing with the claim.

Cross liabilities

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

Criminal proceedings costs

If, during the **period of insurance**, any governmental, administrative or regulatory body brings any criminal or regulatory action or proceedings against **you** or any **employee** directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action or proceedings. However, **we** will only pay the costs incurred to defend any allegations of **abuse or molestation** covered under this section up to the date of any judgment or other final adjudication against the **employee** or an admission by the **employee** that an act of **abuse or molestation** did occur.

Loss of third-party keys

If, during the **period of insurance** and as a result of **your business**, **you** lose any key or electronic pass card belonging to a third-party for which **you** are legally responsible, and that party brings claim against **you**, **we** will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards.

Failure to secure third-party premises

If, during the **period of insurance**, **you** fail to secure the premises of a third-party where **you** have been carrying out **your business**, and that party brings claim against **you**, **we** will pay the sums **you** have to pay as compensation to such third-party, provided that **you** have taken reasonable steps to secure the premises as required by that third-party.

Unauthorised use of third-party telephones by your employees

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

Defective Premises Act

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

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

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

Additional cover

Court attendance compensation

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

What is not covered	A. We will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
Property for which you are responsible	<ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> a. vehicles or personal effects belonging to your employees or visitors, while on your premises; b. premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your business; c. premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement; d. loss of a third-party's keys or electronic pass cards. 2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, drone, hovercraft, self-balancing motorised scooter, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. This does not apply to: <ol style="list-style-type: none"> a. any tool of trade; b. the loading or unloading of any vehicle off the highway.
Injury to employees	<ol style="list-style-type: none"> 3. bodily injury to any: <ol style="list-style-type: none"> a. employee; or b. person supplied by you to a client under contract which occurs anywhere other than at your premises.
Pollution	<ol style="list-style-type: none"> 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.
Cyber incidents	<ol style="list-style-type: none"> 5. contributed to by, resulting from or in connection with any: <ol style="list-style-type: none"> a. cyber attack; b. hacker; c. computer or digital technology error; or d. any fear or threat of 5.a. to 5.b. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.d. above.
Professional advice	<ol style="list-style-type: none"> 6. designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by you.
Treatment or care	<ol style="list-style-type: none"> 7. the provision of or failure to provide any treatment or care of a person or animal, other than the provision of first aid in connection with your business.
Tour operator's liability	<ol style="list-style-type: none"> 8. any business activity where you are deemed in law to be liable, purely as a result of: <ol style="list-style-type: none"> a. the Package Travel and Linked Travel Arrangements Regulations 2018; b. any similar or successor legislation; or c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.
Your products	<ol style="list-style-type: none"> 9. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts. 10. a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products; b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools

and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **products**;

c. any **products** relating to **drones** or self-balancing motorised scooters.

Deliberate or reckless acts	11. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Placed personnel	12. the actions of any person supplied by you to a client under contract.
Contracts	13. your liability under any contract which is greater than the liability you would have at law without the contract.
Terrorism, war or nuclear	14. contributed to by, resulting from or in connection with any: a. terrorism ; b. war ; c. nuclear risks ; d. any fear or threat of 15.a. to 15.c. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 15.a. to 15.d. above. If there is any dispute between you and us over the application of 15.a. above, it will be for you to show that the clause does not apply.
Personal data	15. contributed to by, resulting from or in connection with any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data .
Asbestos	16. asbestos risks . B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Geographical limits	4. any claim brought against you : a. resulting from any work you undertake in any country outside the geographical limits ; or b. for bodily injury or property damage , arising from any products or inefficacy , occurring in any country outside the geographical limits .
Excess	5. the amount of any relevant excess .

How much we will pay

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

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

Special limits

Abuse or molestation	For claims brought against you for abuse or molestation , the most we will pay is the amount stated in the schedule for the total of all such claims and their defence costs .
Products	For claims arising from your products and from inefficacy , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs .

Pollution	For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs . The most we will pay for defence costs in relation to pollution claims is the amount stated in the schedule.
Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs .
Criminal proceedings costs	The most we will pay for the costs to defend criminal or regulatory actions or proceedings is the amount stated in the schedule. This applies to all actions and proceedings brought against you and your employees during the period of insurance .
Unauthorised use of third-party telephones by your employees	For claims arising from the unauthorised use of a third-party's telephone systems, the most we will pay is the amount stated in the schedule for the total of all such claims and their defence costs .
Additional cover	
Court attendance compensation	We will pay you compensation, as stated in the schedule, for each day or part day that any of your directors, partners, trustees, committee members, senior managers or officers in actual control of your operations or other employees are required to attend court in relation to a claim covered under this section. The most we will pay for the total of all court attendance covered under this section is stated in the schedule.
Paying out the limit of indemnity	At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs .

Your obligations

If a problem arises	<ol style="list-style-type: none"> 1. We will not make any payment under this section unless you notify us: <ol style="list-style-type: none"> a. immediately and in any event within seven days of: <ol style="list-style-type: none"> i. a claim or anything which may give rise to a claim for or arising out of bodily injury or abuse or molestation; ii. your discovery, or the existence of reasonable grounds for your suspicion, that any director, partner, trustee, committee member or employee has committed abuse or molestation; or iii. any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body. b. promptly of any other claim or anything which may give rise to any other claim against you, including your discovery that products are defective or of your awareness of the inefficacy of any of your products or any service, process or system provided or managed by you. <p>At our request, you must confirm the facts in writing within 30 days with as much information as is available.</p> <p>You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number:</p> <p>by email to: liability.claims@hiscox.com; or</p> <p>by post to: UKSC Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.</p> 2. When dealing with your client or a third party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under this section by an amount equal to the detriment that we have suffered as a result.
Correcting problems	<ol style="list-style-type: none"> 3. You must take reasonable steps to remedy or rectify, at your expense, any defect or failure in the goods or any service, process or system you have supplied, provided to or managed for a client, customer or distributor. We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

Control of defence	<p>We have the right, but not the obligation, to take control of and conduct in your name the investigation, settlement or defence of any or any part of a claim.</p> <p>You must give us the information and co-operation which we may reasonably require and take all reasonable steps to defend any claim. You should not do anything which may prejudice our position.</p>
Appointment of legal representation	<p>We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the claim.</p>
Partially covered claims	<p>We will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against you and any other party who is not covered under this section, then at the outset of the claim, we and you agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including defence costs on the basis of the relative legal and financial exposures.</p>
Advancement of defence costs	<p>We will pay defence costs covered by this section on an ongoing basis prior to the final resolution of any claim. However, we will not pay any defence costs in connection with any claim or part of a claim which is not covered under this section. You must reimburse us for any defence costs paid where it is determined there is no entitlement under this section.</p>
Payment of full limit of indemnity	<p>We have no further duty to indemnify you against any claim where we pay you the applicable limit of indemnity as described in How much we will pay, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.</p>
Payment of excess	<p>Our duty to make any payment under this section arises only after the applicable excess is fully paid. The excess will only be eroded by the covered parts of a claim.</p>
Disputes	<p>For the purposes of control of defence in this section of the policy, General condition 14, Arbitration, within the General terms and conditions is amended to read as follows:</p> <p>Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such Queen's Counsel shall be binding on you and us in relation to matters referred under this clause. The costs of such opinion shall be met by us.</p>

Employers' liability

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Special definitions for this section

Activities

Any activities **you** have declared to **us** and which are stated in the Business field of **your** schedule.

The following are also included where they are incidental to such activities:

1. the maintenance of property or premises owned or occupied by **you**;
2. the provision or management of:
 - a. canteen, social, sports, education or welfare organisations; or
 - b. first aid or security services,for the benefit of **your employees**; or
3. attendance at conferences and promotional events which directly relate to **your** activities within the **geographical limits**.

Bodily injury

Death or any bodily injury, illness, disease or mental injury.

Defence costs

Costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**.

Employee

Any person working for **you** in connection with **your activities** who is:

1. employed by **you** under a contract of service or apprenticeship;
2. hired to or borrowed by **you**;
3. self-employed and working on a labour-only basis under **your** control or supervision;
4. engaged by labour-only sub-contractors;
5. a labour master or a person supplied by them;
6. engaged under a work experience or training scheme; or
7. a voluntary worker engaged with **your** permission,

provided such person is:

- a. normally resident in the **United Kingdom** or the Republic of Ireland; or
- b. working for **you** in the **United Kingdom** for a continuous period of at least 14 consecutive days.

United Kingdom

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

What is covered

Claims against you

If any **employee** brings a claim against **you** for **bodily injury** and such **bodily injury**:

1. occurs during the **period of insurance**;
2. arises out of their work for **you** in connection with **your activities**; and
3. occurs within the **geographical limits**,

we will indemnify **you** against the sums **you** have to pay as compensation, including **your** liability for any claimants' legal costs and expenses.

This includes any claim which is otherwise covered under this section where such claim arises from a **cyber attack**, a **hacker** or any **computer or digital technology error**.

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.

Claims against principals	<p>If, as a result of your activities, any employee brings a claim which falls within the scope of What is covered, Claims against you, against any:</p> <ol style="list-style-type: none"> 1. named third party as stated in the Employers' liability section of your schedule; or 2. other third party with whom you have entered into a contract or agreement in connection with your activities, <p>and you would have been liable for that claim had it been brought against you, we will treat such claim as if made against you and make the same payment to the party stated in 1 or 2 above which we would have made to you, provided that the party stated in 1 or 2 above:</p> <ol 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 defence and settlement of the claim 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; and d. gives us the information and co-operation we reasonably require for dealing with the claim.
Unsatisfied court judgments	<p>If any employee obtains a judgment for damages following bodily injury against any company or individual operating from premises within the United Kingdom and that judgment remains unpaid for more than six months, we will pay to the employee at your request the amount of any unpaid damages and awarded costs provided that:</p> <ol style="list-style-type: none"> 1. the bodily injury is caused during the period of insurance and arises out of and in the course of their employment in connection with your activities; 2. we would have covered your liability if you had caused the bodily injury; 3. there is no appeal outstanding; and 4. the employee assigns their judgment to us.
Additional cover	
Representation costs	<p>At your request, we will pay your reasonable costs to:</p> <ol style="list-style-type: none"> 1. defend you or any employee if any governmental, administrative or regulatory body brings any criminal action against you or such employee for any breach of statute or regulation; 2. represent you or any employee at any properly constituted external investigation, inquiry or professional disciplinary proceeding, including representation at a coroner's inquest or equivalent; and 3. assist you or any employee in responding to a request made by a coroner or equivalent, the police or a member of the judiciary for documentation or other assistance, <p>within the United Kingdom. This includes any related appeal which we consider has reasonable prospects of success.</p> <p>We will only pay these costs:</p> <ol style="list-style-type: none"> a. if the costs relate directly to any actual or potential claim covered under this section; b. if the payment of such costs is likely, in our reasonable opinion, to reduce the amount of any actual or potential claim; and c. if you have our prior written agreement before such costs are incurred; and d. up to the date of any admission by or final adjudication against you or the relevant employee that any breach of statute or regulation occurred. <p>However, we will not in any event pay any representation costs for any employee bringing any claim against you under this section.</p>
Court attendance compensation	<p>If you or any employee of yours has to attend court as a witness in connection with a claim against you which is covered under this section, we will pay you the compensation stated in your schedule for each day, or part of a day that their attendance is required by us.</p>

What is not covered	<p>In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of your policy.</p> <p>We will not make any payment for:</p> <ol style="list-style-type: none"> 1. any claim or part of a claim or loss directly or indirectly due to:
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Deliberate or reckless acts	a. any act, breach or omission you deliberately or recklessly commit, condone or ignore. However, this exclusion will only apply to the extent permitted by the laws of the United Kingdom in relation to compulsory employers' liability insurance.
Offshore employees	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;
Road traffic legislation	c. any bodily injury to any employee while being carried in or upon, or entering or getting onto, or alighting from a vehicle as a passenger, for which insurance or security is required under any road traffic legislation; or
Placed personnel	d. any bodily injury to any person supplied by you to a client under contract.
Fines and penalties	2. any fines, penalties, punitive or exemplary damages, or compensation ordered or awarded by a criminal court.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries stated in the Applicable courts field of the Employers' liability section of your schedule. This also applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the countries stated in the Applicable courts field of the Employers' liability section of your schedule. For any claim, including arbitration, brought against you under this section by any employee normally resident in the Republic of Ireland, the countries stated in the Applicable courts field of the Employers' liability section of your schedule include the Republic of Ireland.

How much we will pay

We will pay up to the limit of indemnity stated in **your** schedule, including **defence costs**, unless limited below or in **your** schedule.

All claims, losses and **defence costs** relating to one or more **employees** which arise from the same original cause or source, or a repeated or continuing series of events will be regarded as one claim.

Special limits

War, terrorism and nuclear risks

The most **we** will pay for the total of all claims, losses and **defence costs** arising from **war**, **terrorism** and **nuclear risks** covered under this section is the amount stated in **your** schedule. If **we** decide that this limit applies to a claim in respect of **terrorism**, it is **your** responsibility to prove that the claim does not arise from **terrorism**.

Additional cover

Representation costs

The most **we** will pay for the total of all representation costs covered under this section of the **policy** is the amount stated in **your** schedule.

Court attendance compensation

The most **we** will pay for the total of all court attendances covered under this section of the **policy** is the amount stated in **your** schedule.

Your obligations

1. **You** must notify **us** as soon as possible and in any event within seven days of a claim or anything which may give rise to a claim under this section, including any request for **us** to pay representation costs.

You should make this notification directly to **us** and **your** insurance adviser, if **you** have one, as follows:

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

by post to: Hiscox Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.

Please ensure **you** quote **your** policy number.

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

2. When dealing with **your employee** or a third party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement.

If **you** do not comply with these obligations **we** may seek recovery from **you** of any payment

we make under this section by an amount equal to the detriment that **we** have suffered as a result.

Control of defence

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

Compulsory insurance

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

Employers' Liability Tracing Office

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

You can find out more:

1. from **your** insurance adviser, if **you** have one;
2. by contacting **us**; or
3. at www.elto.org.uk.

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

- a. employer name;
- b. full address of employer including postcode; and
- c. HMRC Employer Reference Number (ERN).

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

- i. the entity has no employees;
- ii. all staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- iii. the entity is not registered in England, Wales, Scotland or Northern Ireland.

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

Cyber and data insurance

Policy wording

Please read **your** schedule to see if **your** own losses, claims and investigations against **you**, cyber business interruption, **your** own losses from crime or cyber property damage are covered.

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your** policy includes this section.

Special definitions for this section

Acquired entity	<p>Any entity acquired by you during the period of insurance that is domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar and performs the same activities as your business. This does not include any entity:</p> <ol style="list-style-type: none">1. that has been the subject of a claim or loss arising from a crime with a value greater than the excess, which would have been covered by this section of the policy; or2. whose assets exceed 20% of your total assets as reflected in your financial statement immediately prior to the period of insurance;3. that trades any of its debt or securities on any United States of America exchange; or4. that has any offices or employees that are based outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar.
Additional business expenses	<p>Any:</p> <ol style="list-style-type: none">1. increased cost of power;2. increased cost of internet usage or cloud computing services;3. reasonable costs necessarily incurred by you to restore your search engine rating;4. cost of any malicious pay-per-click clicks; <p>incurred by you during the indemnity period as a sole and direct result of a cyber attack against you.</p>
Additional increased costs of working	<p>The additional costs and expenses, reasonably incurred by you, not including any costs of reconstitution of data, incurred by you with our prior written agreement in order to continue your business or minimise your loss of income during the indemnity period.</p>
Advertising	<p>Advertising, publicity or promotion in or of your products or services.</p>
Applicable courts	<p>The courts of competent jurisdiction in those countries stated as the applicable courts in your schedule.</p>
Breach	<p>The unauthorised acquisition, access, retention, use or disclosure of, or the loss or theft of, personal data or confidential corporate information held by you.</p>
Breach costs	<p>The following reasonable and necessary costs incurred by you with our prior written agreement in direct response to an actual or suspected breach:</p> <ol style="list-style-type: none">1. legal costs to:<ol style="list-style-type: none">a. provide advice to you in connection with your investigation of a breach;b. assist with the preparation of notifications to any regulator and affected data subjects; andc. determine and pursue any indemnity under a written agreement with a third party;2. breach forensic costs;3. costs incurred to notify:<ol style="list-style-type: none">a. each affected data subject of the breach; andb. any regulatory body, including but not limited to the Information Commissioner's Office, of the breach;<p>where you are required by any law or regulation to do so or, where you do so voluntarily, you have previously sought and obtained our consent;</p>4. costs you incur to use a third-party call centre to answer enquiries from affected data subjects following notification of the breach to such data subjects;

5. **credit monitoring costs**; and
6. costs to monitor the dark web for the appearance of any information accessed in the course of a **breach**;

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.

Breach forensic costs

Costs **you** incur for:

1. computer forensic analysis conducted by outside forensic experts to:
 - a. confirm whether or not a **breach** has occurred;
 - b. identify any affected **data subjects**;
 - c. stop or contain the **breach**; and
2. legal fees necessary for the preservation of the privilege or confidentiality of forensic reports and findings.

Claim

Any written assertion of liability, any written demand for financial compensation, any written demand for injunctive relief, or any civil or criminal proceeding first made against **you** within the **applicable courts**, or any regulatory or arbitration proceeding first brought against **you** within the countries stated as the **applicable courts**.

Client social engineering

A client transferring **money, securities or property**, which **you** were entitled to receive, to a third-party in direct response to a **social engineering communication** purportedly sent from **your computer system** as a direct result of a **hacker**.

For the purposes of this definition:

1. the client shall be treated as **'you'** for the purposes of the definition of **social engineering communication**; and
2. the definition of **hacker** does not include any of **your employees**, sub-contractors or outsourcers.

Computer system

Any **computer or digital technology** capable of processing or operating a **program**.

Counterfeit

A quality imitation of any original that is intended to deceive and be taken as the original.

Credit monitoring costs

The reasonable and necessary costs incurred by **you** with **our** prior written agreement to provide credit monitoring services or other credit protection services to each affected **data subject**.

Crime

Any of the following, unless committed by **you** or with **your** knowledge or consent:

1. **client social engineering**;
2. **dishonesty of an employee**;
3. **electronic theft**;
4. **financial social engineering**;
5. **fraudulent use of your identity**;
6. **loss of assets**; or
7. **telephone toll fraud**.

Crime retroactive date

The date stated as the crime retroactive date in **your** schedule.

Cyber operation

The use of any **computer or digital technology** by, at the direction, or under the control of a **state** to disrupt, deny, degrade, exfiltrate, manipulate or destroy any data or **computer or digital technology** in or of another **state**.

Cyber ransom losses

Following a **cyber attack** against **your computer system** or the communication of an **illegal threat**:

1. the reasonable and necessary fees of **our** appointed consultant, incurred by **you** with **our** prior written agreement, for advising **you** and the handling and negotiation of the ransom demand;
2. the cost of, and reasonable costs in facilitating, any ransom demand from the third party or, if the demand is for goods or services, their market value at the time of the surrender; and
3. the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.

Daily interruption benefit	The daily loss amount, as specified in your schedule, payable for each consecutive day that your business suffers from an interruption .
Data asset	Any electronic data or software.
Data recovery costs	The reasonable costs and expenses, necessarily incurred by you with our prior written agreement, to regain access to your data asset , or to replace, restore or repair your data asset from back-ups or originals.
Data subject	Any natural person identified or identifiable by personal data .
Defence costs	The reasonable lawyers' and experts' fees, necessarily incurred by you , with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim .
Dependent business	Any individual or entity that provides you with outsourced business processes or information technology services pursuant to a written contract.
Discovered	The first discovery by any of your partners, directors, trustees, in-house counsel or senior management in actual control of your operations of a crime or any circumstances that reasonably suggest a crime has occurred.
Dishonesty of an employee	Any dishonest, fraudulent or malicious act of an employee acting alone or in collusion with others resulting in a loss of assets . For any dishonesty of an employee , there must be a clear intention to obtain an improper financial gain over and above salary, bonus or commission for the employee or the colluding person.
Document	<ol style="list-style-type: none"> 1. Any bill of exchange, cheque, draft, certificate of deposit, letter of credit, promissory note, withdrawal order or receipt for the withdrawal of money, financial instruments or property or similar instruments of value serving the same purpose; or 2. any original document (but not any photocopied or faxed document or email supplied to you) specified within your internal policies or procedures as being required to be supplied to you prior to, and as a condition of, the funding of any loan or extension of credit.
Electronic theft	The criminal taking or misappropriation using electronic means by anyone other than you or an employee of money , securities , or property belonging to you .
Employee	Any individual performing employment duties solely on your behalf in the ordinary course of your business and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform such duties. This does not include you or your sub-contractors or outsourcers.
Financial social engineering	Any request directed to you or someone on your behalf by a person or entity improperly seeking to obtain possession or the transfer to a third-party of money , securities or property to which such third-party is not entitled.
Forgery	The unauthorised handwritten, mechanical or electronic signing or endorsing of the name of a genuine person with intent to deceive. This does not include anyone signing or endorsing their own name, with or without authority.
Fraudulently altered	The alteration of a document for a fraudulent purpose by any unauthorised person. This does not include any material inaccuracy or misleading statement contained in any document .
Fraudulent use of your electronic identity	The fraudulent or dishonest use of the electronic identity of your business , including but not limited to: <ol style="list-style-type: none"> 1. the obtaining of credit in your name; 2. the electronic signing of any contract; 3. the creation or use of a website designed to copy or imitate that of your business; or 4. the use by a third-party of your digital or electronic identity.
Funds transfer error	The theft or misappropriation of money , property or securities where transfer to a third party has occurred as a result of an error by you , including in response to financial social engineering , in the course of your business , after you have exhausted every reasonable course of action to secure its recovery.
Illegal threat	Any threat from a third-party, including an employee but not you , to:

1. disseminate, divulge, use or prevent **your** access to any electronically held confidential corporate information or **personal data** which:
 - a. **you** are responsible for; and
 - b. will cause commercial harm if made public, following any unauthorised external electronic access; or
2. carry out a **cyber attack** against **you**.
3. not withdraw from doing anything in 1. or 2. above.

Income	The total income of your business , less any savings resulting from the reduced costs and expenses.
Increased costs of working	The reasonable costs and expenses, necessarily incurred by you for the sole purpose of minimising the reduction in income during the indemnity period , but not exceeding the loss of income saved.
Indemnity period	The time period beginning at the date the interruption to your business commences and lasting for the period during which your income is affected as a result of such interruption, but for no longer than the time period shown in your schedule. This period may not commence more than 90 days after you discover or reasonably suspect a breach, security failure, illegal threat or cyber attack .
Information technology services	Computer and electronic technology services, including but not limited to cloud computing and other hosted computer resources. However, this does not include internet or telecommunications connectivity services.
Insured equipment	Any property shown on your schedule that, through digital connectivity, forms part of your computer system used for your business .
Insured person	Any natural person who is, or during the period of insurance becomes, a statutory director, partner or officer of you .
Interruption	An interruption to your business which commences during the period of insurance and results from part or parts of your computer system , that are critical for revenue generation, being continuously interrupted and materially impaired .
Loss	Any financial harm caused to your business .
Loss of assets	<ol style="list-style-type: none"> 1. Loss, destruction or damage of your money, property or securities which are in your possession in the usual course of your business resulting directly from any actual or attempted theft at your premises; 2. loss resulting directly from your receipt in good faith of any counterfeit cash, coin, bank and currency notes; or 3. funds transfer error.
Loss of income	The difference between your actual income during the indemnity period and the income it is estimated you would have earned during that period or, if this is your first trading year, the difference between your income during the indemnity period and during the period immediately prior to the interruption , less any savings resulting from the reduced costs and expenses you pay out of your income during the indemnity period .
Materially impaired	A widespread disruption to your computer system affecting multiple users, or a single user if you are either a sole trader or have only one employee , and causing loss .
Money	Cash, coin, bank and currency notes, bullion, funds, cheques, registered cheques, travellers' cheques, postal orders, bank drafts, money orders or any electronic, digital, or online currency, but not including cryptocurrency.
Outsourced business processes	Services provided by business process outsourcers supporting the operation of your business functions, that could otherwise be performed internally, including but not limited to human resources, call centres and accounting services. This does not include fulfilment services or the provision of products or services as part of your supply chain.
PCI charges	Any charges, fines, penalties, levies, costs, recertification costs, expenses, assessments, contractual damages or imposition of liabilities of any nature arising as a direct result of your failure to comply with PCI DSS due to a breach , including any sums in relation to card reissuance or fraudulent transactions.

PCI DSS	Payment Card Industry Data Security Standard or any similar or successor standard or regime.
Privacy forensic costs	The reasonable and necessary costs incurred by you with our prior written agreement for forensic services conducted by outside forensic experts to assist in the defence of a claim .
Privacy investigation	Any official examination, official inquiry or official investigation based on the same circumstances as any breach or claim under What is covered, C. Claims and investigations against you , Privacy liability 1. a., b., or d., conducted by any regulator, government department or other legally empowered body within the countries listed within the definition of applicable courts only.
Privacy investigation costs	The reasonable and necessary lawyers' and experts' fees incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a privacy investigation .
Pollution	Any pollution or contamination, including but not limited to: <ol style="list-style-type: none"> 1. any solid, liquid, gaseous or thermal contaminant or irritant; or 2. noise, electromagnetic fields and radiation. This definition does not include a cyber attack .
Property	Tangible property.
Public relations costs	The reasonable costs, necessarily incurred by you , with our prior written agreement: <ol style="list-style-type: none"> 1. for a public relations or crisis management consultant to assist you in protecting or re-establishing your business reputation and to respond to media reports, including the development and communication of a strategy to repair your reputation; 2. to issue statements via email or your website and social media accounts, including managing and monitoring your social media sites; and 3. for any other reasonable and proportionate measures taken to protect or re-establish the reputation of your business.
Regulatory award	Following a privacy investigation , any civil or regulatory sanctions, fines, penalties, disgorgement of profits, damages or multiple damages, including but not limited to those imposed by any national, federal, state or local governmental body or any licensing organisation, if insurable in the jurisdiction where such award was first ordered, but not including PCI charges .
Relevant state	Any state : <ol style="list-style-type: none"> 1. in which the data or computer or digital technology affected by a cyber operation is physically located or stored; 2. which is a permanent member of the United Nations Security Council; 3. which is a member of the Five Eyes intelligence alliance; or 4. which is a member of the North Atlantic Treaty Organisation.
Securities	Negotiable and non-negotiable instruments or contracts, in physical or electronic form, which represent money or property .
Security failure	Any failure by you or by others on your behalf (including but not limited to your sub-contractors and outsourcers) in securing your computer system against unauthorised electronic access or use.
State	Any sovereign state.
Subsidiary	An entity: <ol style="list-style-type: none"> 1. that has been identified in the presentation of the risk for this policy and of which you own more than 50% of the book value of the assets or of the outstanding voting rights on the first day of the period of insurance; or 2. in which you acquire more than 50% of the book value of the assets or of the outstanding voting rights during the period of insurance: <ol style="list-style-type: none"> a. where the turnover at the date of acquisition is less than 10% of your existing turnover; b. where the acquired entity's business is the same as yours; c. domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar; and

- d. which has not suffered any loss or been subject to any claim with a value greater than the **excess**, which would have been covered under this section of the **policy**.

Telephone toll fraud	The unauthorised and criminal use by someone, other than you or an employee , operating outside of premises used for your business , of any telephone lines used by you , including but not limited to fixed line, voice over internet protocol and mobile.
Time excess	The period shown in your schedule as the time excess, which shall commence immediately following an interruption .
Waiting period	The period shown in your schedule as the waiting period, which shall commence immediately following an interruption .
Virus	Programs designed to or which result in damage, disruption, exfiltration of data from, or unauthorised access to any data or computer or digital technology , including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software.
You/your	Also includes: <ol style="list-style-type: none">1. any person who was, is or during the period of insurance becomes your partner, director, trustee, in-house counsel or senior manager in actual control of your operations; and2. any subsidiary including any person who was, is or during the period of insurance becomes a partner, director, trustee, in-house counsel or senior manager of any subsidiary in actual control of its operations.

What is covered

A. Your own losses	If during the period of insurance , and in the course of your business or advertising , you discover or reasonably suspect any: <ol style="list-style-type: none">1. breach;2. security failure;3. illegal threat; or4. cyber attack against your computer system; we will pay:
Breach costs	a. breach costs ;
Cyber ransom losses	b. cyber ransom losses ;
Cyber attack losses	c. additional business expenses ;
Data recovery costs	d. data recovery costs . Where shown on your schedule, we will also pay your data recovery costs where these arise from a: <ol style="list-style-type: none">i. dependent business suffering a security failure or cyber attack which would otherwise be covered under this section; orii. covered computer or digital technology error.
Reputation protection	e. Where shown on your schedule, your public relations costs . We will also pay your public relations costs where these arise from a: <ol style="list-style-type: none">i. dependent business suffering a security failure or cyber attack which would otherwise be covered under this section; orii. by a covered computer or digital technology error.
Key person cover	f. the reasonable and necessary costs incurred by you with our prior written agreement to engage a consultant to: <ol style="list-style-type: none">i. undertake the day-to-day work of a senior manager or director to the extent that such individual is unable to fulfil his or her usual responsibilities as a direct result of their time being diverted to the management of a covered breach, security failure, illegal threat or cyber attack; or

- ii. manage **your** response to a covered **breach, security failure, illegal threat** or **cyber attack**, to enable a senior manager or director to fulfil his or her usual responsibilities.

Breach by suppliers

We will indemnify **you** against any **loss** falling within the scope of **What is covered, A. Your own losses, a. breach costs**, which arises as a result of any **breach** directly caused by a **dependent business**.

B. Cyber business interruption

If **you** have Cyber business interruption cover, please read **your** schedule to see if your **loss of income, increased costs of working** or **additional costs of working** are covered or if you will receive a **daily interruption benefit**.

Business interruption losses

If **you** suffer an **interruption** caused solely and directly by a covered:

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

we will pay either:

- a. **your**:
 - i. **loss of income** and **increased costs of working**; or
 - ii. **loss of income, increased costs of working** and **additional increased costs of working**;resulting solely and directly from such **interruption**; or
- b. the **daily interruption benefit**.

Operational error business interruption

If **you** suffer an **interruption** which is caused solely and directly by a covered **computer or digital technology error**, we will pay either:

- c. **your**:
 - i. **loss of income** and **increased costs of working**; or
 - ii. **loss of income, increased costs of working** and **additional increased costs of working**;resulting solely and directly from such **interruption**; or
- d. the **daily interruption benefit**.

Dependent business interruption

If **you** suffer an **interruption** which is caused solely and directly by a **dependent business** suffering a **security failure** or **cyber attack** which would otherwise be covered under this section, we will pay either:

- e. **your**:
 - i. **loss of income** and **increased costs of working**; or
 - ii. **loss of income, increased costs of working** and **additional increased costs of working**;resulting solely and directly from such **interruption**; or
- f. the **daily interruption benefit**.

For the purposes of this cover, the **dependent business** shall be treated as '**you**' for the purposes of the definition of **security failure**.

C. Claims and investigations against you

If during the **period of insurance**, and in the course of **your business** or **advertising** within the **geographical limits**:

Privacy liability

1. any party brings a **claim** against **you** for any actual or alleged:
 - a. breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for **personal data**;
 - b. breach of duty to maintain the security or confidentiality of **personal data**;
 - c. breach of any duty of confidence, including in respect of any confidential corporate information; or
 - d. breach of any contractual duty to maintain the security or confidentiality of **personal data**, including under a payment card processing agreement with any bank or payment processor;

Privacy investigations	2. you are the subject of a privacy investigation ;
PCI liability	3. any party brings a claim against you for any actual or alleged breach of PCI DSS ;
Online liability	4. any party brings a claim against you for any actual or alleged: <ul style="list-style-type: none"> a. infringement of any intellectual property rights; b. defamation, including but not limited to libel, slander, trade libel, product disparagement or malicious falsehood; or c. breach of any licence; <p>which solely and directly arises from alterations or additions made by a hacker to the content of your business social media accounts or website;</p>
Network security liability	5. any party brings a claim against you for any actual or alleged: <ul style="list-style-type: none"> a. transmission of a virus; b. denial of service attack against a third party; or c. prevention of authorised electronic access to any computer system; <p>we will pay:</p> <ul style="list-style-type: none"> i. the amount agreed by you and us through negotiation or mediation to settle the claim or the amount to satisfy a judgment or arbitration award against you, including any judgment or award ordering you to pay claimants' lawyers' fees and costs; ii. any regulatory award; iii. PCI charges; iv. privacy forensic costs and privacy investigation costs; and v. defence costs, but we will not pay costs for any part of a claim, privacy investigation or investigation not covered by this section.
D. Your losses from crime	If during the period of insurance , and in the performance of your business within the geographical limits , a loss from crime is discovered , we will pay loss arising as a direct result of that crime . We will also pay your public relations costs .
E. Cyber property damage	If during the period of insurance and in the course of your business , any insured equipment is permanently disabled as a direct result of a security failure , cyber attack against your computer system , hacker or transmission of a virus , we will cover the costs of repairing or replacing the unusable part.
F. Additional covers	The following additional covers are provided up to the corresponding limit of indemnity shown on your schedule.
Repeat event mitigation	Following any payment under What is covered A. to E. above, we will pay the reasonable and costs and expenses necessarily incurred by you with our prior agreement to: <ul style="list-style-type: none"> 1. upgrade existing hardware or software forming part of your computer system; and 2. obtain risk management advice, <p>which is necessary to prevent or minimise the chance of a reoccurrence of the event that gave rise to the payment under this section.</p>
Directors' personal cyber	If: <ul style="list-style-type: none"> 1. any insured person suffers a direct financial loss; or 2. a claim is brought against an insured person; <p>in their personal capacity but which would have been covered under this section if the same claim had been brought against you or if you had suffered the same loss, we will cover the insured person under this section as if they were you.</p>
Court attendance compensation	If any individual within the definition of you or any employee , has to attend court as a witness in connection with a claim against you covered under this section, we will pay you the amount stated in your schedule as compensation for each day or part of a day that their attendance is required by us .

What is not covered In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your** policy.

- A. **We** will not make any payment for any **claim, loss** or any other liability under this section directly or indirectly due to:
- Breach of duty to customers 1. any **claim** under **What is covered, C. Claims and investigations against you**, 1. Privacy liability; or 5. Network security liability, arising directly out of any actual or alleged breach of any contractual or other duty by any person in the provision of products or services to **your** client or customer.
- Infrastructure failure 2. any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider including but not limited to physical transmission lines, satellite networks, core DNS root servers, IP addressing systems and certificate authorities.
- Intellectual property 3. any actual or alleged infringement, use, misappropriation or loss of value of any intellectual property, including but not limited to patent, trade secret, copyright, trademark, trade dress, service mark, service name, title or slogan, or any publicity rights violations, cybersquatting violations, moral rights violations, or any act of passing-off. However, this exclusion does not apply to any otherwise covered **claim** under **What is covered, C. Claims and investigations against you**, 4. Online liability.
- Hack by director or partner 4. any individual **hacker** who is also a partner, director, trustee, in-house counsel or senior manager within the definition of **you**.
- Destruction of property 5. any loss, theft, damage, destruction or loss of use of any **property**. However, this does not apply to any:
 - breach**, which is itself caused by the loss or theft of data;
 - loss** covered under **What is covered, D. Your losses from crime**; or
 - damage covered under **What is covered, E. Cyber property damage**.
- Bodily injury 6. any death or bodily injury or disease suffered or alleged to be suffered by anyone. However, this exclusion does not apply to any part of a **claim** seeking damages for mental anguish or distress where such damages solely stem from a covered **claim** for defamation, breach of privacy or by a **data subject** relating to their own **personal data**.
- System degradation or performance 7. any:
 - degradation, deterioration or reduction in performance of **your computer or digital technology** caused gradually or as a result of the recommended use or **your** ordinary use of the system; or
 - loss of, reduction in or loss of use of bandwidth, unless caused by an identifiable **cyber attack**;
 including where caused by increased use of the **computer or digital technology** or by steps taken by **you** to upgrade the system. However, this exclusion does not apply to any covered **loss** under **What is covered, B. Cyber business interruption**, Operational error business interruption.
- Outdated systems 8. the use by **you** of any software or systems that are unsupported by the developer.
- Seizure and confiscation 9. any confiscation, nationalisation, requisition, expropriation, appropriation, deprivation, seizure or destruction of property by or under the order of any government or public or local authority, or any order by such authority to take down, deactivate or block access to **your computer or digital technology**.
- Crime or damage to property caused by terrorism 10. any:
 - crime** caused by or arising in connection with **terrorism**. This exclusion only applies to cover under **What is covered, D. Your losses from crime**; or
 - damage to **property** caused by **terrorism**. This exclusion only applies to the cover under **What is covered, E. Cyber property damage**.
 If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that this exclusion does not apply.
- War 11. Any **war** or **cyber operation**.
- Notwithstanding **our** burden of proof as the insurer, which shall remain unchanged by this clause, in determining attribution of a **cyber operation** to a **state**, **we** and **you** will consider such objectively reasonable evidence that is available to us. This may include

formal or official attribution by the government of the **state** in which the **computer system** affected by the **cyber operation** is physically located to another **state** or those acting at its direction or under its control.

- Nuclear risks 12. **nuclear risks.**
- Insolvency 13. **your** insolvency or the insolvency of **your** suppliers, sub-contractors and outsourcers.
- Pre-existing problems 14. anything likely to lead to a **claim, loss** or other liability under this section, which **you** knew or ought reasonably to have known about before **we** agreed to insure **you**.
- Dishonest and criminal acts 15. any:
a. fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business, or any knowing or wilful violation of a law, whether committed by **you** or committed by another whose conduct or violation of the law **you** have ratified or actively condoned; or
b. act **you** knew, or reasonably ought to have known at the time **you** performed it, would give rise to a **claim, loss** or any other liability under this section. This includes any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
However, this exclusion will not apply unless:
i. such conduct, violation of the law or act has been established by a final judgment in any judicial, administrative, or alternative dispute resolution proceeding;
ii. such conduct, violation of the law or act has been established by **your** admission in a proceeding or otherwise; or
iii. **you** or **we** discover evidence of such conduct, violation of the law or act;
at which time **you** shall reimburse **us** for all payments made by **us** in connection with such conduct, violation of the law or act and all of **our** duties in respect of that **claim, loss** or other liability under this section shall cease.
- Reckless conduct 16. any conduct committed by **you** in reckless disregard of **your** or another person's or business' rights or **your business** interests.
This exclusion does not apply to a covered **claim** for defamation. However, **we** will not in any event make any payment for any **claim** for defamation arising from any statement **you** knew, or ought reasonably to have known:
a. was defamatory at the time of publication; and
i. was untrue; or
ii. could not reasonably be proved by **you** to be true.
- Personal social media 17. any post from a social media account that does not belong to **your business**.
- Fraudulent use of your electronic identity 18. the fraudulent or dishonest use of the electronic identity of **your business**. However, this exclusion does not apply to:
a. any covered **claim** or **loss** under **What is covered, D. Your losses from crime**; or
b. any **claim** under **What is covered, C. Claims and investigations against you** arising as a direct result of a **hacker**.
- Natural perils 19. any:
a. physical cause or natural peril including, but not limited to, fire, flood, storm, lightning, frost, explosion or extremes of weather or temperature; or
b. physical damage or physical loss arising in relation to **computer or digital technology**.
However, if **you** have purchased cover under **What is covered, E. Cyber property damage**, this exclusion does not apply to any physical damage or physical loss arising in relation to **computer or digital technology** directly caused by its digital connectivity to other **computer or digital technology**.
However, this exclusion 19.b. does not apply to any **claim, loss** or any other liability arising directly from a **breach**, which is itself caused by such natural peril.
20. any **loss** of **money, property** or **securities** unless covered under **What is covered, D. Your losses from crime**.

Use of payment cards	<p>21. the use of any credit, debit, access, convenience, smart, identification or other cards of a similar nature.</p> <p>However, this does not apply where such loss arises as a direct result of covered dishonesty of an employee as a result of an employee's use of any credit or debit card issued to such employee by you for the payment of valid business expenses incurred for or on behalf of you.</p>
Non-fiat / virtual currency	<p>22. any purchase, use or development of blockchain or any other distributed ledger technology, including but not limited to any:</p> <ul style="list-style-type: none"> a. non-fiat or virtual currency including but not limited to any crypto currency, asset, unit, coin, token or balance that exists only in or predominantly in digital or virtual form; b. any currency which is, itself, based on or utilises blockchain or any other distributed ledger technology; c. any initial coin offering or any other form of fundraising in respect of any new currency; or d. smart contracts or non-fungible tokens. <p>However, this exclusion shall not apply to any covered cyber ransom losses.</p>
Pollution	<p>23. pollution.</p>
Breach of financial or fiduciary duties	<p>24. a. any 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;</p> <p>b. any liability or breach of any duty or obligation owed by you regarding any express or implied statement or representation contained in your accounts, reports or financial statements, or concerning your financial viability;</p> <p>c. any breach of any taxation, competition, restraint of trade or anti-trust laws or regulations; or</p> <p>d. any breach of fiduciary duty owed by you.</p>
Data reconstitution	<p>25. any costs or loss associated with the reconstitution of your data asset, including but not limited to:</p> <ul style="list-style-type: none"> a. costs incurred after it has been established that your data asset cannot be replaced, restored or repaired, or access to it cannot be regained; b. the economic value of your data asset, including the value of any trade secrets; c. costs to restore, update, or replace your data asset to a level beyond that which existed prior to the event, unless your data asset can only be replaced, restored or repaired by purchasing a newer equivalent; or d. costs to research or develop your data asset or to recreate, gather or assemble facts, concepts or information needed to reproduce your data asset.
Unlawful or irregular cyber extortion payments	<p>26. any payment covered under What is covered, A. Your own losses, b. Cyber ransom losses if:</p> <ul style="list-style-type: none"> a. making the payment would be unlawful; b. you have not made all reasonable efforts to determine that the illegal threat is genuine and not a hoax; or c. the ransom was not paid under duress. <p>B. We will not make any payment under this section for:</p>
Claims brought by a related party	<p>1. any claim brought by any person or entity within the definition of you, 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 or any employee.</p> <p>However, this exclusion does not apply to a claim covered under What is covered, C. Claims and investigations against you, 1. Privacy liability by employees or individuals within the definition of you.</p>
Fines, penalties and sanctions	<p>2. criminal, civil or regulatory sanctions, fines, penalties, disgorgement of profits, punitive damages, exemplary damages or multiple damages which you are legally obliged to pay,</p>

including but not limited to those imposed by any national or local governmental body or any licensing organisation.

However, this exclusion does not apply to:

- a. **PCI charges**; or
- b. **regulatory awards**.

Claims outside the applicable courts	3. any claim, privacy investigation or investigation brought or commenced outside the applicable courts . This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts .
Non-specific investigations	4. any privacy investigation or investigation arising from any routine regulatory supervision, inquiry or compliance review, any internal investigation or any investigation into the activities of your industry which is not solely related to any actual or alleged breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data by you .
Unauthorised tracking	5. any claim, loss or privacy investigation arising from, contributed to by, relating to, or in connection with any actual or alleged monitoring, tracking or profiling of: <ol style="list-style-type: none">a. an individual without that individual's authorisation; orb. any computer system capable of storing personal data without authorisation, including, but not limited to, web-tracking, session recording, digital fingerprinting, behavioural monitoring, eavesdropping, wiretapping or audio or video recording committed by you or a third party.
C.	In addition to the exclusions set out above, the following exclusions also apply to any loss, additional costs or defence costs covered under What is Covered, D. Your losses from crime . We will not make any payment:
Trade secrets and confidential information	1. arising from the theft or misappropriation of any trade secret or other confidential information, other than where it is used to facilitate an otherwise covered loss .
Losses benefiting you or your owners	2. suffered by any entity within the definition of you to the benefit of any other entity within the definition of you , any of your shareholders or any entity or person who has any direct or indirect ownership or control rights over you .
Incidents after you become aware	3. arising from: <ol style="list-style-type: none">a. any act, breach or omission committed by any employee after any of your partners, directors, trustees, in-house counsel or senior management in actual control of your operations discovered any crime being committed by, or in collusion with, such employee;b. anything which you knew about or ought reasonably to have known about before the date on which you first purchased a similar crime policy from us that has run continuously without a break in cover; orc. arising directly or indirectly due to any act, incident or event occurring, or any loss notified to any other policy of which this policy is a renewal or replacement.
Crime retroactive date	4. arising directly or indirectly due to any act, incident or event occurring, or any loss suffered before: <ol style="list-style-type: none">a. the crime retroactive date; orb. the date of acquisition of any acquired entity.
Extortion or ransom	5. arising directly or indirectly due to extortion, kidnap or ransom of any kind, including but not limited to any ransomware payments.
Specific employee dishonesty	6. in respect of any crime which itself arises directly or indirectly due to any dishonest, fraudulent or malicious act of an employee acting alone or in collusion with others, other than loss of assets as a direct result of dishonesty of an employee .
Specific documents	7. involving any item which is or purports to be a traveller's cheque, traveller's letter of credit, bill of lading, shipping document, warehouse receipt, trust receipt, account receivable, or any other similar document or instrument unless such loss arises as a direct result of dishonesty of an employee or loss of assets .

Directors and officers	8. arising directly or indirectly due to any dishonest acts or omissions by any of your partners, directors, trustees, in-house counsel or senior management.
Unfamiliar languages	9. arising from any document , financial instrument or device that is fraudulently altered or which is counterfeit or a forgery unless it was in a form or language that was familiar to the individual that was deceived by it.
Property damage	10. arising from the loss , damage or destruction to or of any: <ul style="list-style-type: none"> a. office, premises or real estate, including any fixtures and fittings; or b. money, property or securities held by you on behalf of your customer, other than loss of assets as a direct result of dishonesty of an employee.
Fire and explosion	11. arising from fire, explosion, implosion or collapse, other than loss of assets as a direct result of dishonesty of an employee .
Source documents	12. arising directly or indirectly due to you , or a third party on your behalf, having acted or relied on any electronic data that was created using a source document that has been fraudulently altered or which is counterfeit or a forgery , other than where arising as a direct result of dishonesty of an employee or loss of assets .
How much we will pay	<p>We will pay up to the overall limit of indemnity shown in your schedule for the total of all claims under each section or sections within What is covered, including all costs and expenses, unless limited below or otherwise in your schedule.</p> <p>Any claims or losses which arise out of the same breach, cyber attack, illegal threat or security failure will be regarded as one claim. This includes such claims and losses arising after, as well as during, the period of insurance.</p> <p>The amount we pay for a particular type of claim or loss may be further limited in your schedule.</p>
Excess	You must pay the relevant excess shown in your schedule.
72-hour excess waiver	If you notify us within 72 hours of your first awareness of any actual or reasonably suspected breach , the excess will not apply against any losses suffered as a result of the breach . This waiver of excess does not apply to any claim under What is covered, B., Cyber business interruption .
Overheads and business expenses	Any amounts to be paid by us shall not include or be calculated based on any of your overhead expenses, your liability for debt, taxes, lost costs or profits, salaries or wages ordinarily incurred in the performance of your business , your costs and expenses of preparing your claim, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving your security or performing audits. However, this does not apply to any costs or expenses covered under What is covered, A. Your own losses , c. Cyber attack losses or What is covered, F. Additional covers , Repeat event mitigation.
Cyber business interruption	The amount we will pay for claims under What is covered, B., Cyber business interruption will be calculated in accordance with the following:
General	<ol style="list-style-type: none"> 1. We will pay for an interruption lasting longer than the applicable waiting period or time excess until the earliest of: <ul style="list-style-type: none"> a. the relevant part or parts of your computer system no longer being continuously interrupted and materially impaired; b. the indemnity period ending; or c. the limit, including any applicable sublimit, stated on your schedule being exhausted; <p>provided that you have taken all reasonable steps to prevent or minimise the interruption to your business and the impairment to your computer system.</p> 2. We will adjust the amount we pay for loss of income so that it reflects the result that would have been achieved if the interruption had not occurred. 3. If you are accountable to the tax authorities for Value Added Tax, the amount we pay will be exclusive of such tax
Loss of income	4. For loss of income , we will pay the difference between your actual income during the indemnity period and the income it is estimated you would have earned during that period or, if this is your first trading year, the difference between your income during the indemnity period and during the period immediately prior to the interruption , less

any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working** and **additional increased costs of working** if shown on **your** schedule.

All payments for **loss of income**, **increased costs of working** or **additional increased costs of working** will be subject to any **time excess** specified in **your** schedule. We will not make any payment under **What is covered, B. Cyber business interruption** for any loss or expense **you** suffer during the period of the **time excess**. Please note that the amount **we** pay for **your loss of income** should reflect the result that would have been achieved by **you** if an **interruption** had not occurred and will not take into account any unwillingness of any customer or client of **yours** to purchase **your** goods or services.

Daily interruption benefit	5. For daily interruption benefit , we will pay you the daily interruption benefit for an interruption lasting longer than the waiting period . The daily interruption benefit is specified in your schedule and is a daily loss amount.
Crime	Where we replace items which are covered under What is covered, D. Your losses from crime , we will pay the lesser of: <ol style="list-style-type: none">1. the cost price of the covered items to you; or2. the trade market value of the covered items at the time of your loss.
Damage to your insured equipment	For physical damage to insured equipment covered under What is covered, E. Cyber property damage , at our option we will cover the costs of repairing or replacing the unusable part, not including any data recovery costs . Where we pay the costs of replacing the unusable part, we will pay the lesser of: <ol style="list-style-type: none">1. the price you paid for the insured equipment; or2. the trade market value of the insured equipment at the time of your loss.
Repeat event mitigation	The most we will pay under What is covered, F. Additional covers , Repeat event mitigation is 10% of the amount of the corresponding claim, loss or liability, or the amount shown on your schedule, whichever is lower. For the costs of upgrading software covered under What is covered, F. Additional covers , Repeat event mitigation, where any such upgrade requires the purchase of a software license, the most we will pay is the cost of a license for 12 months. Any amount we pay under What is covered, F. Additional covers , Repeat event mitigation, is included within and not in addition to the corresponding limit of indemnity for the event that gave rise to the payment of such mitigation costs.
Directors' personal cover	Any amount we pay under What is covered, F. Additional covers , Directors' personal cover, is included within and not in addition to the overall limit of indemnity for the section within What is covered under which the claim or loss would have been covered if it were brought against, or suffered by, you .
Non-sterling losses	All sums payable under this section of the policy will be paid in Pounds Sterling. Where any amount under this policy has been suffered or incurred in a different currency, we will calculate the amount of our payment by reference to the relevant exchange rate on the day the loss was suffered or the cost or expense incurred. For the purposes of calculating such amounts, where listed, we will use the exchange rate published in the Financial Times on the day the loss was suffered or the cost or expense incurred (or the next day on which the Financial Times is published if it is not published on the day in question).
Paying out the limit of indemnity	At any stage of a claim, loss or other liability under this section, we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay covered costs and expenses already incurred at the date of our payment. We will then have no further liability for that claim, loss or liability, including any costs or expenses.
Recoveries	Following a payment under this policy any recoveries will be made in the following order: <ol style="list-style-type: none">1. any costs and expenses incurred in relation to the recovery will be paid first;2. any losses suffered by you in excess of the limit of indemnity will be paid second;3. amounts paid by us under this section will be paid third; and4. the excess will be reimbursed fourth.

Your obligations

- If a problem arises
1. **We** will not make any payment under this section unless **you** notify **us** promptly within the **period of insurance**, or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry, of **your** first awareness of:
 - a. any **claim, loss** or other liability under this section; or
 - b. anything which is likely to give rise to a **claim, loss** or other liability under this section.

If **we** accept **your** notification **we** will regard such **claim, loss** or other liability as notified to this insurance.

You must not appoint any third party to assist with any covered **claim, loss** or liability without **our** prior written agreement.
- In the event a crime is discovered
2. **You** must, at **your** expense, provide **us** with a detailed proof of loss setting out the precise nature of the **crime** and the **loss** claimed under this **policy** within six months of the **crime** being **discovered**. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.
- If a business interruption loss is suffered
3. **You** must keep a record of all amounts owed to **you** and keep a copy of the record away from the **insured premises** and provide copies to us promptly on request. **You** must, at **your** expense, provide **us** with a detailed written proof of loss setting out the precise nature of the **loss** claimed under this **policy**. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.
- Cyber extortion
4. **We** will not make any payment under **What is covered, A. Your own losses**, b. Cyber ransom losses unless:
 - a. an individual within the definition of **you** agreed to the payment of the ransom or the surrender of the goods or services;
 - b. **you** inform, or allow **us** to inform, the appropriate law enforcement authorities where any **illegal threat** was made; and
 - c. **you** keep **us** fully informed as soon as possible of all developments concerning any **illegal threat** or ransom demand
- Cyber attack losses
5. If **you** suffer a **loss** under **What is covered, A. Your own losses**, c. Cyber attack losses, **you** must take all reasonable steps to negotiate with the supplier of any services to reduce or waive any charges relating to services that were not legitimately incurred for the purposes of **your business**. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.
- Admissions and offers
6. When dealing with any client or third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.
- Crime losses
7. If **you** suffer a **loss** under **What is covered, D. Your losses from crime**, **you** must give **us** all assistance **we** reasonably require to pursue a recovery against **your** client, in **your** name but at **our** expense.

Control of response and defence

Response and defence arrangements

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement, mitigation or defence of any **claim, loss, privacy investigation**, or other liability.

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

Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, lawyer, cyber security consultant, forensic investigator, PR consultant or any other appropriate person of our choosing to deal with the **claim, loss, privacy investigation**, or other liability.

We will only pay **defence costs**, or any other covered costs or expenses where these have been incurred with **our** prior written consent, by a person or organisation appointed to support **you** with **our** prior written consent.

Partially covered claims	<p>We will not pay any part of a claim, loss, privacy investigation, or other liability or any associated costs or expenses which are not covered by this section.</p> <p>If a claim, loss, privacy investigation, or other liability arises, which is not wholly covered by this section or is brought against you and any other party who is not covered under this section, then at the outset, we and you agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim, loss, privacy investigation, or other liability or associated costs and expenses, including defence costs on the basis of the relative legal and financial exposures.</p>
Advancement of defence costs	<p>We will pay defence costs and costs or expenses associated with a loss or any other liability covered by this section on an ongoing basis prior to the final resolution. However, we will not pay any defence costs, costs or expenses in connection with any claim, loss, privacy investigation, or other liability or partial claim, loss, privacy investigation, or other liability which is not covered under this section. You must reimburse us for any defence costs, costs or expenses paid where it is determined there is no entitlement under this section.</p>
Paying of full limit of indemnity	<p>We have no further duty to indemnify you against any claim, loss, privacy investigation, or other liability under this section where we pay you the applicable limit of indemnity as described in How much we will pay, Paying out the limit of indemnity, or if the overall limit of indemnity stated in your schedule has been exhausted.</p>
Payment of excess	<p>Our duty to make any payment under this section arises only after the applicable excess is fully paid. The excess will only be eroded by the covered parts of a claim, loss, privacy investigation, or other investigation.</p>
Disputes	<p>For the purposes of control of response and defence in this section of the policy, General condition 14, Arbitration, within the General terms and conditions is amended to read as follows:</p> <p>Any dispute as to whether to settle or to continue the defence or mitigation of a claim, loss or other liability or as to the fair allocation of any partially covered claim, loss, privacy investigation, or other liability and any associated costs or expenses, will be referred to a single King's Counsel (or equivalent in any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such King's Counsel shall be binding on you and us in relation to matters referred under this clause. The costs of such opinion shall be met by us.</p>

Legal protection

Policy wording

DAS Legal Expenses Insurance Company Limited (**DAS**) are the underwriters and provide the legal protection insurance under **your policy**.

DAS Head and Registered Office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England.

Registered in England and Wales, Company Number 103274.

Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

To make sure that **you** get the most from **your DAS** cover, please take time to read this section which explains the contract between **you** and **DAS**. Please follow the procedures under employment compensation awards cover (insured incident **1.b.**).

How can DAS help

How this section of **your policy** can help

Please find below information about the services that this section of **your policy** offers and details of how to make a claim.

If **you** wish to speak to **DAS** about:

- legal advice – **you** can get telephone legal advice on any legal issue affecting **your business**;
- insurance claims – **you** can report a claim 24/7; or
- tax advice – dedicated tax advisers can provide advice on tax issues affecting **your business**.

Please phone **DAS** on **0117 934 2111**. **DAS** will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

Online law guide and document drafting

You have access to **DAS** Businesslaw as part of this section of **your policy**. **DAS** Businesslaw is an online resource that provides vital business and legal support. It contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** with the day-to-day running of **your business**, as well as helping **you** to manage **your** exposure to legal risk.

Visit Hiscox.farill.io and use the following voucher code to sign up: DASBHIX100

Reporting a claim

Important information

Please do not ask for help from a lawyer, accountant or anyone else before **DAS** have agreed that **you** should do so. If **you** do, **DAS** will not pay the costs involved even if **DAS** accept the claim.

Report **your** claim

Call **DAS** on **0117 934 2111**, available 24 hours-a-day, seven days-a-week; and have **your policy** number ready as **DAS** will ask **you** for it before discussing **your** claim.

DAS will assess the claim

- To check **your** claim is covered by this section of **your policy**; and
- if it is, **DAS** will send it to a lawyer who specialises in **your** type of claim.

The lawyer will

Assess **your** case and tell **you** how likely it is **you** will win.

If **you** are more likely than not to win, the lawyer will

Manage the case from start to finish.

Please note this overview of the claims process is for guidance purposes only. **DAS** claims handlers can answer any questions that **you** may have when they receive **your** claim, alternatively **you** can visit: www.das.co.uk/legal-protection/how-to-claim

Cover

This section will cover **you** (or where specified the **insured person**) in respect of any insured incident arising in connection with the **business** shown in the **policy** schedule if the premium has been paid.

DAS agree to provide the insurance in this section in accordance with the operative covers shown in the **policy** schedule as long as:

1. **reasonable prospects** exist for the duration of the claim;
2. the **date of occurrence** of the insured incident is:
 - a. during the **period of insurance**; or
 - b. during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - i. the previous legal expenses insurance policy required **you** to report claims during its currency;
 - ii. **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident;
 - iii. cover has been continuously maintained in force;
 - iv. any claim reported under a previously operative legal expenses policy will not be covered by **DAS**; and
 - v. the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy;
3. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **territorial limit**; and
4. the insured incident happens within the **territorial limit**.

Special definitions for this section

Appointed representative

The **preferred law firm**, law firm, tax consultancy, accountant or other suitably qualified person that **DAS** appoint to act on the **insured person's** behalf.

Costs and expenses

1. All reasonable, proportionate and necessary costs chargeable by the **appointed representative** and agreed by **DAS** in accordance with the **DAS standard terms of appointment**.
2. The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pay them with **DAS'** agreement.

DAS

DAS Legal Expenses Insurance Company Limited.

DAS standard terms of appointment

The terms and conditions (including the amount **DAS** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting on **your** behalf, the amount that **DAS** will pay is currently £100 per hour. This amount may vary from time to time.

Date of occurrence

1. For civil cases (other than as specified under 3 to 4 below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.

This is the date that the event happened, which may be before the date **you** or an **insured person** first became aware of it.
2. For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
3. For insured incident **5. Tax protection**, the **date of occurrence** is when HM Revenue & Customs first notifies **you** of its intention to carry out an enquiry.

For **VAT** or **employer compliance disputes**, the date the dispute arises during the **period of insurance** following the issue of an assessment, written decision or notice of a civil penalty.
4. For insured incident **2. Legal defence**, **4. Statutory notice appeals**, the date when the **insured person** is issued with the relevant notice and has the right to appeal.

Employer compliance dispute

A dispute with HM Revenue & Customs concerning **your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

Insured person	<p>You and the directors, partners, managers, employees and any other individuals declared to DAS by you.</p> <p>This includes any person contracted to work for you who works for you on the same basis as your employees, and performs that work under your supervision and direction.</p>
Preferred law firm	<p>A law firm, barrister or tax expert that DAS choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the insured person's claim and must comply with the DAS agreed service standard levels, which DAS audit regularly. They are appointed according to the DAS standard terms of appointment.</p>
Reasonable prospects	<ol style="list-style-type: none"> For civil cases, the prospects that the insured person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. A preferred law firm or tax consultancy on DAS' behalf, will assess whether there are reasonable prospects. For criminal cases there is no requirement for there to be prospects of a successful outcome. For all civil and criminal appeals the prospects of a successful outcome must be at least 51%.
Tax enquiry	<p>A written notice of enquiry issued by HM Revenue & Customs to carry out an Income Tax or Corporation Tax compliance check which either:</p> <ol style="list-style-type: none"> includes a request to examine any aspect of your books and records; or advises of a check of your whole tax return.
Territorial limit	<p>For insured incidents 2. Legal defence (excluding 2.4), and 4. Personal injury:</p> <p>The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>For all other insured incidents:</p> <p>The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>
VAT dispute	<p>A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to your VAT affairs.</p>

Insured incidents DAS will cover

1. Employment disputes and compensation awards

- a. Employment disputes
- Costs and expenses** to defend **your** legal rights:
- before the issue of legal proceedings in a court or tribunal:
 - following the dismissal of an employee; or
 - where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure;
 - in unfair dismissal disputes under the ACAS Arbitration Scheme; or
 - in legal proceedings in respect of any dispute relating to:
 - a contract of employment with **you**; or
 - an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

- A claim relating to any of the following:
- employee internal disciplinary or grievance procedures;
 - damages for personal injury;
 - pursuing **your** legal rights; or

4. transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005, including any similar or successor legislation.

b. Compensation awards

In respect of a claim that **DAS** have accepted under insured incident **1.a. Employment disputes**, **DAS** will pay:

1. any basic and compensatory award; and/or
2. an order for compensation or damages following a breach of **your** statutory duties under employment legislation.

Provided that:

1. in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
 - a. followed the ACAS code of disciplinary and grievance procedures; or
 - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - c. sought and followed advice from the **DAS** legal advice service (telephone **0117 934 2111**).
2. for an order of compensation following **your** breach of statutory duty under employment legislation, **you** have at all times sought and followed advice from the **DAS** legal advice service from the date that **you** should have known about the employment dispute (telephone **0117 934 2111**).
3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from the **DAS** legal advice service before starting any redundancy process or procedures with employees (telephone **0117 934 2111**).
4. any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
5. the total amount payable by **DAS** for all compensation awards and any sums of money in settlement of a dispute, in aggregate and in any one **period of insurance**, shall not exceed £1,000,000.

What is not covered

1. Any compensation award relating to the following:
 - a. trade union activities, trade union membership or non-membership;
 - b. pregnancy or maternity rights, paternity, parental or adoption rights;
 - c. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; or
 - d. statutory rights in relation to trustees of occupational pension schemes.
2. Non-payment of money due under a contract.
3. Any award ordered because **you** have failed to provide relevant records to employees under the National Minimum Wage legislation.
4. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

c. Employee civil legal defence

At **your** request only, **costs and expenses** to defend an **insured person's** (other than **your**) legal rights if:

1. an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or
2. civil action is being taken against them as trustee of a pension fund set up for the benefit of **your** employees.

d. Service occupancy

Costs and expenses to recover possession of premises owned by **you**, or for which **you** are responsible, from **your** employees or ex-employees.

What is not covered

Any claim relating to defending **your** legal rights other than defending a counter-claim that is an insured incident under this section of **your policy**.

2. Legal defence

At **your** request, **costs and expenses** to defend the **insured person's** legal rights:

Criminal pre-proceedings cover	<p>1. a. prior to the issue of legal proceedings when dealing with the:</p> <ul style="list-style-type: none"> i. police; or ii. Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer; <p>where it is alleged that the insured person has or may have committed a criminal offence; or</p>
Criminal prosecution defence	<p>b. following an event which leads to the insured person being prosecuted in a court of criminal jurisdiction;</p> <p>provided that for claims relating to the Health and Safety at Work etc Act 1974, the territorial limit shall be any place where the Act applies.</p> <p>Please note DAS will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the business shown in the schedule.</p>
Data protection	<p>2. if civil action is taken against the insured person for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:</p> <ul style="list-style-type: none"> a. an individual. DAS will also pay any compensation award in respect of such a claim; b. a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note DAS will not pay any compensation award in respect of such a claim. <p>Provided that in respect of 2.a. any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by DAS.</p> <p>Please note DAS will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see What is not covered by this section, 3.</p>
Wrongful arrest	<p>3. following civil action taken against the insured person for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the period of insurance.</p>
Statutory notice appeals	<p>4. in appealing against the imposition or terms of any statutory notice issued under legislation affecting your business.</p>
Jury service and court attendance	<p>DAS will pay you or an insured person the net salary or wages of such an insured person following their absence from work:</p> <ul style="list-style-type: none"> a. to perform jury service; b. to attend any court, tribunal or at the request of the appointed representative. <p>The maximum that DAS will pay an insured person is the net salary or wages of such insured person for the time that they are absent from work less any amount you, the court or tribunal, have paid them.</p> <p>The maximum that DAS will pay you is the net salary or wages that you have paid the insured person for that time, less any amount they have been paid by, or can recover from, the court or tribunal.</p>

What is not covered

Criminal pre-proceedings cover	<p>1. a. A claim relating to any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs; or</p> <p>b. a claim relating to investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.</p>
Criminal prosecution defence	<p>2. A claim relating to prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.</p>
Data protection	<p>3. A claim relating to the following:</p> <ul style="list-style-type: none"> a. the loss, alteration, corruption or distortion of, or damage to stored personal data; or b. a reduction in the functionality, availability, or operation of stored personal data; <p>resulting from unauthorised access, malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.</p>

Statutory notice appeals

4. A claim relating to the following:
 - a. an appeal against the imposition or terms of any statutory notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration;
 - b. a statutory notice issued by an **insured person's** regulatory or governing body; or
 - c. any appeal which does not follow, or is not eligible to follow, the appeals process set out in the legislation under which the relevant notice has been issued.
5. Any claim if **you** or the **insured person** are unable to prove the loss.

Jury service and court attendance

3. Property protection

Property damage and nuisance and trespass

Costs and expenses in any civil dispute relating to physical property which is owned by **you**, or **your** responsibility, following:

1. any event which causes physical damage to such physical property;
2. a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
3. a trespass.

Please note that **you** must have, or there must be **reasonable prospects** of establishing that **you** have, the legal ownership or right to the physical property that is the subject of the dispute.

What is not covered

Any claim relating to the following:

1. a contract entered into by **you** (please refer to insured incident **6. Contract disputes**);
2. physical property which is in transit or which is lent or hired out;
3. goods at premises other than those occupied by **you** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **you**;
4. a dispute with any party other than the party who caused the physical damage, or who caused or suffered the legal nuisance or trespass;
5. defending **your** legal rights other than the defence of a counter-claim that is an insured incident under this section of **your policy**;
6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **you** are engaged in the business of selling motor vehicles; or
7. the enforcement of a covenant by or against **you**.

4. Personal injury

At **your** request, **DAS** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

1. any illness or bodily injury which develops gradually;
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury;
3. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
4. clinical negligence.

5. Tax protection

Costs and expenses for:

1. a **tax enquiry**;
2. an **employer compliance dispute**; or
3. a **VAT dispute**;

provided that:

- a. **you** have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed; and
- b. **DAS** will only cover tax claims which arise in direct connection with the activities of the **business** shown in the schedule.

What is not covered

1. Any claim relating to import or excise duties and import VAT.

2. Any claim arising from a tax avoidance scheme.
3. Any claim relating to any failure to register for Value Added Tax or Pay As You Earn.
4. Any claim arising from any investigation or enquiries undertaken by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue and Customs Prosecution Office.
5. Any claim arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

6. Contract disputes

Costs and expenses in a contractual dispute with a party that **you** have a direct contractual relationship with arising from an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

1. the amount in dispute exceeds £250 (including VAT);
2. if the amount in dispute exceeds £5,000 (including VAT), **you** must pay the first £500 of any claim. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation the claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn;
3. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim must exceed £250 (including VAT); and
4. if the dispute relates to money owed to **you**, a claim under this section is made within 90 days of the money becoming due and payable.

What is not covered

1. Any dispute arising from an agreement entered into prior to the start of this section if the **date of occurrence** is within the first 90 days of the start of this section, unless equivalent legal expenses insurance was in force immediately before.
2. Any claim relating to the following:
 - a. a dispute relating to an insurance policy, other than when **your** insurer refuses **your** claim;
 - b. terms of a lease, licence or tenancy of land or buildings. However, **DAS** will cover a dispute with a professional adviser in connection with these matters.
 - c. a loan, mortgage, pension, guarantee or any other financial product. However, **DAS** will cover a dispute with a professional adviser in connection with these matters;
 - d. a motor vehicle owned by, or hired or leased to, **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **you** (please refer to insured incident **1. Employment disputes and compensation awards**).
4. A dispute which arises out of the:
 - a. sale or provision of computer hardware, software, systems or services; or
 - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification,

other than agreements relating to the sale, provision, purchase or hire of computer hardware, software, systems or services where **you** are engaged in the business of selling or providing computer hardware, software, systems or services.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party other than disputes where the other party indicates that a defence exists.

7. Debt recovery

Costs and expenses, including enforcement of judgment to recover money and interest due, from the sale or provision of goods or services,

provided that:

1. the debt exceeds £250 (including VAT);
2. a claim for debt recovery under this section is made within 90 days of the money becoming due and payable; and

3. **DAS** have the right to select the method of enforcement, or to forego enforcing judgment, if **DAS** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

What is not covered

1. Any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the start of this section, unless equivalent legal expenses insurance was in force immediately before.
2. Any claim relating to the following:
 - a. the settlement payable under an insurance policy (**DAS** will cover a dispute if an insurer refuses **your** claim but not for a dispute over the amount of a claim);
 - b. terms of a lease, licence or tenancy of land or buildings;
 - c. a loan, mortgage, pension, guarantee or any other financial product. However, **DAS** will cover a dispute with a professional adviser in connection with these matters; or
 - d. a motor vehicle owned by, or hired or leased to, **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles.
3. A dispute which arises out of the sale or provision of computer hardware, software, systems or services, other than agreements relating to the sale or provision of computer hardware, software, systems or services where **you** are engaged in the business of selling or providing computer hardware, software, systems or services.
4. The recovery of money and interest due from another party where the other party indicates that a defence exists.
5. Any dispute which arises from debts **you** have purchased from a third-party.

What is not covered by this section

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the insured incident.
2. **Costs and expenses** incurred without the expressed acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under insured incident **1. Employment disputes and compensation awards** **b. Compensation awards** and **2. Legal defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property or secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **you**.
6. Any wilful act or omission of an **insured person** deliberately intended to cause a claim under this section.
7. Any claim under this section of **your policy** for a dispute with **DAS** or Hiscox. For disagreements with **DAS** about the handling of a claim refer to **Conditions which apply to the whole section 8**.
8. Any claim relating to a shareholding or partnership share in the **business** shown in the **policy** schedule.
9. **Costs and expenses** arising from or relating to a judicial review, coroner's inquest or fatal accident inquiry.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
11. When either at the commencement of or during the course of a claim, **you** are declared bankrupt or have filed a bankruptcy petition or winding-up petition, or have made an arrangement with **your** creditors, or have entered into a deed of arrangement or **you** are in liquidation or part or all of **your** affairs or property are in the care or control of a receiver or administrator.
12. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.
13. Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
14. Any claim caused by, or contributed to by, or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;

- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000; or
- d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

How much DAS will pay

DAS will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, and any compensation awards that **DAS** have agreed to, however:

1. the most that **DAS** will pay in respect of all claims resulting from one or more event arising at the same time or from the same originating cause, for **costs and expenses** and compensation awards claims, is shown as the limit in the **policy** schedule;
2. the most that **DAS** will pay for the total of all compensation awards under insured incident **1. Employment disputes and compensation awards** b. **Compensation awards** in any one **period of insurance** shall not exceed £1,000,000;
3. the most that **DAS** will pay in **costs and expenses** is no more than the amount that **DAS** would have paid to a **preferred law firm** or tax consultancy. The amount that **DAS** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time;
4. in respect of an appeal or the defence of an appeal, **you** must tell **DAS** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist;
5. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section of **your policy**, **DAS** must agree that **reasonable prospects** exist;
6. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most that **DAS** will pay in **costs and expenses** is the value of the likely award; and
7. in respect of insured incident **2. Legal defence, Jury service and court attendance** the maximum that **DAS** will pay is the **insured person's** net salary or wages for the time that the **insured person** is attending court or tribunal, less any amount that **you**, the court or tribunal pays.

DAS will not pay:

1. in the event of a claim, if **you** decide not to use the services of a **preferred law firm** or tax consultancy, **you** will be responsible for any costs that fall outside of the **DAS standard terms of appointment** and these will not be paid by **DAS**;
2. If **you** are registered for VAT, **DAS** will not pay the VAT element of any **costs and expenses**; and
3. the first £500 (including VAT) of any claim under insured incident **6. Contract disputes** where the amount in dispute exceeds £5,000 (including VAT). If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

Conditions which apply to the whole section

1.
 - a. On receiving a claim, if representation is necessary, **DAS** will appoint a **preferred law firm** or tax consultancy as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court;
 - b. If the appointed **preferred law firm** or tax consultancy cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may, if **you** prefer, choose a law firm or tax expert of **your** own choice to act as the **appointed representative**. **DAS** will choose the **appointed representative** to represent **you** in any proceedings where **DAS** are liable to pay a compensation award;
 - c. If **you** choose a law firm as **your appointed representative** that is not a **preferred law firm** or tax consultancy, **DAS** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or tax consultancy. However if they

refuse to act on this basis, the most that **DAS** will pay is the amount that **DAS** would have paid if they had agreed to the **DAS standard terms of appointment**. The amount that **DAS** will pay a law firm, where acting on **your** behalf, is currently £100 per hour. This amount may vary from time to time;

- d. The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. **You and insured persons** must:
 - a. co-operate fully with **DAS** and the **appointed representative**; and
 - b. give the **appointed representative** any information that **DAS** ask them to.
 3.
 - a. **You and insured persons** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **DAS'** expressed consent;
 - b. If **you** or an **insured person** do not accept a reasonable offer to settle a claim, then **DAS** will not pay further **costs and expenses**;
 - c. **DAS** may decide to pay **you** or an **insured person** the reasonable value of the claim that **you** or the **insured person** are claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances **you** or the **insured person** must allow **DAS** to take over and pursue or settle a claim in **your/their** name. **You and insured persons** must allow **DAS** to pursue at **DAS'** own expense and for **DAS'** benefit, any claim for compensation against any other person and **you and insured persons** must give **DAS** all the information and help **DAS** need to do so.
 4.
 - a. **You** or an **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this;
 - b. **You** or an **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
 5. If the **appointed representative** refuses to continue acting for **you** or an **insured person** with good reason or if **you** or an **insured person** dismiss the **appointed representative** without good reason, the cover that **DAS** provide will end at once, unless **DAS** agree to appoint another **appointed representative**.
 6.
 - a. If **you** or an **insured person** settle a claim or withdraw **your/their** claim without **DAS'** agreement, or do not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim any **costs and expenses** that they have paid.
 - b. If during the course of a claim **reasonable prospects** no longer exist, then the cover that **DAS** provide will end at once. **DAS** will pay any **costs and expenses** and compensation awards that **DAS** have agreed to, up to the date cover was withdrawn.
 7. If there is a disagreement between **you** or an **insured person** and **DAS** on the merits of the claim or proceedings, or on a legal principle, **DAS** may suggest that **you** or the **insured person** obtain at **your/their** own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **DAS** and the cost expressly agreed in writing between **you/the insured person** and **DAS**. Subject to this, **DAS** will pay the cost of obtaining the opinion if the expert's opinion indicates that it is more likely than not that **you** or the **insured person** will recover damages or obtain any other legal remedy that **DAS** have agreed to or make a successful defence. This does not affect the **insured person's** rights under Condition 8.
 8. If there is a disagreement about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. Details are available from www.financial-ombudsman.org.uk

If the dispute is not covered by the Financial Ombudsman Service, there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
 9. **You and insured persons** must:
 - a. keep to the terms and conditions of this section of the **policy**;
 - b. take reasonable steps to avoid and prevent claims;
 - c. take reasonable steps to avoid incurring unnecessary costs;
 - d. send everything **DAS** ask for in writing, and

- e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information that **DAS** need.
10. This section of the **policy** is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered.
- If this is not specified, then the laws of England and Wales apply.
- All Acts of Parliament mentioned in this section of the **policy** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Helpline services

	<p>DAS provide these services 24 hours-a-day, seven days-a-week during the period of insurance. To help DAS check and improve their service standards, DAS may record all calls.</p>
Commercial legal advice	<p>DAS will give you confidential legal advice over the phone on any commercial legal problem affecting your business under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.</p> <p>Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call you back at a time to suit you.</p> <p>Advice on the laws of England and Wales can be provided 24 hours-a-day, 365 days-a-year. Beyond this jurisdiction, or for very specialist legal matters, DAS will refer you to one of DAS' specialist advisers. Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, DAS will arrange to call you back.</p>
Tax advice	<p>DAS will give you confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom. This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will arrange to call you back.</p> <p>To contact the above services, phone DAS on 0117 934 2111.</p>
Counselling service	<p>DAS will provide the insured person (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over, or aged between 16 and 18 and in full-time employment. This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS.</p> <p>To contact the counselling helpline, phone 0117 934 2121.</p> <p>The counselling service helpline is open 24 hours-a-day, seven days-a-week.</p>
The employment manual	<p>The DAS Employment Manual offers comprehensive, up to date guidance on employment law.</p> <p>To view it, please visit www.dasinsurance.co.uk/employment-manual</p> <p>If you would like notifications of when updates are made to the employment manual, please email DAS at employmentmanual@das.co.uk quoting your policy number.</p>

DAS Businesslaw

What is DAS Businesslaw?	<p>DAS Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business, as well as helping you to manage its exposure to legal risk.</p> <p>DAS Businesslaw's document builders can help you quickly create documents such as:</p> <ul style="list-style-type: none">• HR policies;• terms and conditions documentation;• privacy statements;• copyright and trademark licences;• data protection policy;• employee contracts;• debt recovery letters.
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In addition, DAS Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow **your business**.

How do I get started?

1. Visit **Hiscox.farill.io**
2. Enter DASBHIX100 into the 'voucher code' text box and press validate voucher.
3. Fill out **your** name and email address, create a password, and specify what type of **business you** have.
4. Validate **your** email address by pressing the link in the confirmation email that **you** receive.

DAS will not accept responsibility if the helpline services are unavailable for reasons **DAS** cannot control.

Data protection

To comply with data protection regulations **DAS** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use this information.

DAS may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **DAS** will only obtain personal information either directly from you, the third-party dealing with your claim or from the authorised partner who sold this **policy**.

Who are DAS?

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **DAS** and members of the DAS UK Group are covered by the **DAS** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted at: **dataprotection@das.co.uk**

How DAS will use your information

DAS may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the **policy** includes legal advice **DAS** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

DAS will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose the personal data to any other person or organisation unless **DAS** are required to by their legal and regulatory obligations. For example, **DAS** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via the **DAS** website.

What is DAS' legal basis for processing your information?

It is necessary for **DAS** to use the personal information to perform their obligations in accordance with any contract that **DAS** may have with the person taking out this **policy**. It is also in **DAS'** legitimate interest to use the personal information for the provision of services in relation to any contract that **DAS** may have with the person taking out this **policy**.

How long will your information be held for?

DAS will retain personal data for seven years. **DAS** will only retain and use the personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If you no longer want **DAS** to use the personal data, please contact **DAS** at: **dataprotection@das.co.uk**

What are your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held;
- the right to have inaccuracies corrected for personal data held;
- the right to have personal data held erased;
- the right to object to direct marketing being conducted based upon personal data held;

- the right to restrict the processing for personal data held, including automated decision-making;
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol BS1 6NH

Or via email: dataprotection@das.co.uk

How to make a data protection complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision.

The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire SK9 5AF
www.ico.org.uk

How to make a complaint

DAS always aim to give you a high-quality service. If you think **DAS** have let you down, you can contact **DAS** by:

- phoning: **0344 893 9013**
- emailing: customerrelations@das.co.uk
- writing to: **Customer Relations Department**
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol BS1 6NH

- completing **DAS'** online complaint form at: www.das.co.uk/about-das/complaints

Further details of the **DAS** internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if **DAS** have been unable to respond to your complaint within eight weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. Details are available from www.financial-ombudsman.org.uk

You can contact them by:

- phoning: **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing: complaint.info@financial-ombudsman.org.uk
- writing to: **The Financial Ombudsman Service**
Exchange Tower
London E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect your right to take legal action.

Crisis containment

Policy wording

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

Special definitions for this section

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

What is covered

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

What is not covered

We will not make any payment for:

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

How much we will pay

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

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

Your obligations

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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