

Insurer: Hiscox Insurance Company Limited

PROFESSIONAL INDEMNITY FOR UMBRELLA COMPANIES

Section wording : 8667 WD-HSP-UK-UMMPI (2)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 5,000,000
Limit applies to : any one claim excluding defence costs
Excess: £ 500
Excess Applies to : each claim or loss excluding defence costs
Geographical Limits : Worldwide
Applicable Courts : Worldwide excluding claims brought in USA/Canada

Business Activities

The activities of single person limited companies administered by you Nixon Williams Ltd only (no cover for payroll services/accountancy provided by Nixon Williams Ltd)

What is not Covered

Claims first brought in the USA / Canada are NOT covered

Endorsements

6018.1 Retroactive date [UMM.PI(1)]

Insurer: Hiscox Insurance Company Limited

INTERNET AND E-MAIL

Section wording : 8678 WD-HSP-UK-JMIE(2)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 100,000
Limit applies to : in the aggregate including costs
Excess: £ 500
Excess Applies to : each claim or loss excluding defence costs
Geographical Limits : Worldwide
Applicable Courts : Worldwide excluding claims brought in USA/Canada

Endorsements

257.0 Business performed in the past (I&E)

Insurer: Hiscox Insurance Company Limited

PUBLIC AND PRODUCTS LIABILITY

Section wording : 8693 WD-HSP-UK-UMMPL(1)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 5,000,000
Limit applies to : Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.
Excess: £ 250
Excess Applies to : each agreed claim for property damage only
Geographical Limits : Worldwide excluding the USA and Canada
Applicable Courts : Worldwide excluding claims brought in USA/Canada

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

Criminal defence costs	£ 2,000,000 in the aggregate including costs
Court attendance compensation - employees (per day)	£ 100
Court attendance compensation - directors (per day)	£ 250

Special Excesses

Property damage arising from the use of heat	£ 2,500 each and every claim
Safety critical rail work	£ 2,500 each and every claim

What is not Covered

Claims first brought in the USA are NOT covered

Insurer: Hiscox Insurance Company Limited

EMPLOYERS LIABILITY

Section wording : 8692 WD-HSP-UK-UMMEL(1)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 10,000,000
Limit applies to : All claims and their defence costs which arise from the same accident or event
Geographical Limits : Worldwide
Applicable Courts : England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

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

Policy: HU PIB 9557348 (3)

Criminal defence costs	£ 2,000,000
Court attendance compensation - directors (per day)	£ 250
Court attendance compensation - employees (per day)	£ 100
Terrorism	£ 5,000,000

Endorsements

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

Insurer: Hiscox Insurance Company Limited

CRISIS CONTAINMENT

Section wording : 9809 WD-PIP-UK-CRI(2)

Insurer: Hiscox Insurance Company Limited

Limit of indemnity: £ 25,000

Limit applies to : per crisis and in the aggregate

Geographical Limits : The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland

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

Outside working hours discretionary crisis mitigation costs £ 2,000

Endorsements

- 9003.0** Crisis containment provider: Hill & Knowlton

ADDITIONAL INSUREDS

Additional insureds are not applicable to any Management Liability Portfolio Section present on schedule.

For coverage under Management Liability Portfolio please refer to the relevant wording.

Any client of the insured who opted for an accountancy package Covered on the same basis as the Insured.
which includes insurance

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

Professional indemnity: endorsements

Clause **6018.1** **Retroactive date [UMM.PI(1)]**
Retroactive date (Umbrella)

We will not make any payment for any claim or loss which arises from any **business activity** performed or any dishonesty committed or, if applicable, any document, information or data lost, damaged or destroyed, before 24/01/2018 or in respect of any claim against an **employee** the date the **employee** commenced employment with **you**, whichever is the later.

If the **employee** can evidence that they benefited from cover pursuant to a preceding professional indemnity policy and subject to there being no break in cover between the expiry of the previous policy and the inception of cover under this **policy**, **we** will not make any payment for any claim or loss which arises from any **business activity** performed or any dishonesty committed or, if applicable, any document, information or data lost, damaged or destroyed, before the first date upon which the **employee** held such policy.

Internet and e-mail: endorsements

Clause **257.0** **Business performed in the past (I&E)**

We will not make any payment for any claim or loss which arises from any **business activity** performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before 24/01/2018.

Employers' liability: endorsements

Clause **3040.0** **Employers' Liability Tracing Office (ELTO) and your data**

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:

- from **your** insurance adviser (if **you** have one); or
- by contacting **us**; or
- at www.elto.org.uk.

Policy: HU PIB 9557348 (3)

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

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

Clause	25.2	Continuous policy endorsement
		<ol style="list-style-type: none">1. We agree to give you continuous cover under this policy. To achieve this, all the references in this policy to period of insurance shall be for a continuous period starting with the date in the schedule, until either you or we cancel this policy. However, you must tell us as soon as reasonably practicable if any of the current actual figures exceed the maximum shown in the latest Duty of Disclosure Reminder.2. Cancellation clause 5 in the General Terms and Conditions of this policy is replaced by the following: You or we can cancel the policy by giving 30 days' written notice. We will give you a pro rata refund of the premium for the remaining portion of the period for which you have already paid. However, we will not refund any premium under £10. We may also cancel the policy if any premium remains unpaid 21 days after the due date. In such cases we will cancel the policy by giving seven days' notice. Where we cancel the policy for non-payment of premium, cover will cease on the date the premium was due.3. In view of the continuous nature of this policy, we may at our discretion amend its premium and/or terms and conditions and we will tell you of our intention to do so. If you are unhappy with our proposed amendments, you will have the option to decline to continue this insurance. We will give you at least 30 days' notice of any changes.
Clause	257.0	Business performed in the past (I&E)
		We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before 24/01/2018.

Clause 602.1**Addition of Cover: Business HR Solutions Service**

As a Hiscox client **you** receive free access to the Business HR Solutions service. Business HR Solutions runs a website designed specifically to help **you** manage **your** staff within employment laws. It is an easy to use reference and guidance resource for companies like **yours**.

Website access

To access the website please follow these simple steps:

1. register online at <http://www.hrsolutions-uk.com/registrations/>;
2. **you** will then receive a confirmation email from Business HR Solutions' Support team asking **you** to create **your** password;
3. **you** now have access to the Business HR Solutions' site;
4. **we** encourage **you** to bookmark the site for ease of reference (<https://hrsolutions.force.com/support>).

Website resources

Included as standard through an easy to navigate website:

1. access to a variety of employee contracts, forms, policies, letters and a handbook that **you** may need to manage **your** staff;
2. a wide range of downloadable guides;
3. a free online risk assessment for both human resources and health and safety;
4. monthly e-newsletters, keeping **you** up-to-date with changes in the law.

Advice helpline

With **your** access to Business HR Solutions **you** are also entitled to one free call to the advice line service per annum. To take advantage of this service please call 0333 247 2005 or email help@hrsolutions-uk.com. If **you** have not already registered on the website, then please have **your** policy number to hand when **you** call, or include it in **your** email.

The advice line is staffed by experienced advisors who will give you pragmatic guidance either by telephone or email. All advice given over the telephone is confirmed by email.

Clause	603.1	Commercial assistance and legal advice helpline <p>This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.</p> <p>This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:</p> <ul style="list-style-type: none">• Employment• Prosecutions• Discrimination in the workplace• Health & safety• European law <p>Helpline number: +44 (0)800 840 2269 Helpline hours: 24 hours a day, 7 days a week</p> <p>This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.</p>
Clause	6115.0	Nil first excess [REV.REX] <p>The excess shown in the schedule is amended to nil for the first claim or loss accepted and paid under this policy. This does not apply to the Driver Negligence section of this policy, if purchased.</p>
Clause		Data Protection Act <p>By accepting your Policy, you consent to us using the information we may hold about you for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about you where this is necessary (for example health information or criminal convictions). This may mean we have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by us as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. You have the right to apply for a copy of your information (for which we may charge a small fee) and to have any inaccuracies corrected.</p> <p>For training and quality control purposes, telephone calls may be monitored or recorded</p>



Policy: HU PIB 9557348 (3)

INFORMATION ABOUT US

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

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

Insurers

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

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

Umbrella Choice

Professional Insurance Portfolio



Arranged by

Jelf | Manson

Your business. Our focus.

Underwritten by  **HISCOX**



Jelf Manson Professional insurance portfolio for umbrella companies

Policy wording

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**.

Signed for and on behalf of Hiscox Underwriting Limited:

Steve Langan
Managing Director, Hiscox UK

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Complaints procedure

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

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL

or by telephone on 01206 773705
or by email at customer.relations@hiscox.com.

Complaints that cannot be resolved by the Hiscox Customer Relations department may then be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to **your** right to take legal proceedings.

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Asbestos risks	<ol style="list-style-type: none">a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orb. exposure to asbestos, asbestos fibres or materials containing asbestos; orc. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos
Business	Your business or profession as shown in the schedule. Your business also includes: <ol style="list-style-type: none">a. the maintenance of property and premises owned or occupied by you;b. the provision and management of canteen, social, sports and welfare organizations for the benefit of your employees;c. the provision of first aid, security, fire and ambulance services where these are incidental to your business or profession as shown in the schedule;d. any private work for any partner or director or senior manager of you carried out by any of your employees within the geographical limits.e. Participation in exhibitions within the geographical limits.
Confiscation	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ol style="list-style-type: none">a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component of such assembly;c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
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">a. is committed for political, religious, ideological or similar purposes; andb. is intended to influence any government or to put the public, or any section of the public, in fear; andc.<ol style="list-style-type: none">i. involves violence against one or more persons; orii. involves damage to property; oriii. endangers life other than that of the person committing the action; or

General terms and conditions

Virus	<p>iv. creates a risk to health or safety of the public or a section of the public; or</p> <p>v. is designed to interfere with or to disrupt an electronic system.</p> <p>A piece of unauthorised executable code which propagates itself through your computer system or network.</p>
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We / us / our	The insurers named in the schedule.
You / your	The insured named in the schedule.

Conditions precedent	General Conditions 2, 3 and 4 below, General Claims Condition 1 and the conditions shown in each section under the heading Your obligations are all conditions precedent to our liability. We will not make any payment under this insurance unless you comply with all the requirements of those conditions.
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General conditions	The following conditions apply to the whole of this policy . Any other conditions are shown in the section to which they apply.
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Basis of insurance	<p>1. Because of its importance, all information which you or anyone on your behalf provided before we agreed to insure you is incorporated into and forms the basis of this policy.</p> <p>All facts and matters which might be relevant to our consideration of your proposal must be disclosed and all material representations made to us must be true, otherwise we are entitled to treat this insurance as if it had never existed.</p>
Change of circumstances	<p>2. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy. (A material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance.) We may then change the terms and conditions of this policy.</p>
Due diligence	<p>3. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair.</p>
Premium payment	<p>4. We will not make any payment under this policy unless you have paid the premium.</p>
Cancellation	<p>5. You or we can cancel the policy by giving 30 days' written notice. We will give you a refund of the premium for the remaining period.</p> <p>If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy. In this event, the period of insurance will equate to the period for which premium instalments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p>
Multiple insureds	<p>6. The most we will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p>
Aggregate limit	<p>7. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance.</p> <p>If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.</p>

General terms and conditions

Rights of third parties	8. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	9. This policy does not cover any loss or claim where you or anyone supplied by you under contract would be entitled to be paid under any other insurance or compensation scheme if this policy did not exist.
Governing law	10. Unless some other law is agreed in writing, this policy will be governed by the laws of England.
Arbitration	11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

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

Your obligations	1. We will not make any payment under this policy unless you : <ol style="list-style-type: none">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;give us, at your expense, any information which we may reasonably require and co-operate fully in the investigation of any claim under this policy;make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;give us all assistance which we may reasonably require to pursue recovery of amounts we may become liable to pay under this policy, in your name but at our expense.
Fraud	2. If you , or anyone on your behalf, tries to deceive us by deliberately giving us false information or making a fraudulent claim under this policy then we will treat this policy as if it had never existed.

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

Special definitions for this section

Business activity	The activities shown in the schedule, which you perform in the course of your business .
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Predecessor	Any person, practice or other firm to which you have succeeded.
You / your	Also includes: <ul style="list-style-type: none">a. any person who was, is or during the period of insurance becomes your partner or director or senior manager who is in actual control of your operations, or if deceased, incapacitated, insolvent or bankrupt, their legal representative;b. any predecessor provided that they observe, fulfill and adhere to the terms and conditions of this policy where they can reasonably be expected to do so;c. at your request any employee or if deceased, incapacitated, insolvent or bankrupt, their legal representative, in respect of any claim which falls within the scope of What is covered .

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your business activity within the geographical limits for clients, any party brings a claim against you for:</p> <ul style="list-style-type: none">a. negligence or breach of a duty of care;b. negligent misstatement or negligent misrepresentation;c. infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off;d. breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;e. defamation;f. dishonesty of your individual partners, directors, employees or self-employed freelancers directly contracted to you and under your supervision, but not anyone supplied to a client by you under contract;g. dishonesty of anyone supplied to a client by you under contract;h. any other civil liability unless excluded under What is not covered below; <p>we will indemnify you against the sums you have to pay as compensation.</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>
Asbestos claims	<p>If during the period of insurance, and as a result of your business activity within the United Kingdom, the Channel Islands or the Isle of Man, any party brings a claim against you directly due to a defective valuation or assessment of any property for which you or anyone supplied by you under contract provided or should have provided instructions, recommendations, notices, warnings, supervision or advice in connection with asbestos, asbestos fibres or structures or materials containing asbestos, we will indemnify you against the sums you have to pay as compensation, provided that:</p> <ul style="list-style-type: none">a. the claim is brought against you within the United Kingdom, the Channel Islands or the Isle of Man; and

- b. **we** will not make any payment if the claim is due to death or bodily or medical injury or disease suffered by anyone, or the fear of such death, injury or disease; and
- c. **we** will not provide indemnification for more than the minimum coverage mandated by the Royal Institution of Chartered Surveyors.

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

Avoiding a potential claim against you

If **your** client has reasonable grounds for being dissatisfied with the work **you** have, or anyone supplied to a client by **you** under contract has, done, refuses to pay for any or all of it, including amounts **you** legally owe to subcontractors at the date of the refusal, and threatens to bring a claim against **you** for more than the amount owed, it may be possible to settle the dispute with the client by **your** agreeing not to press for the disputed amount. If so, **we** will pay **you** the amount owed to **you** at that time if **we** believe that this will avoid a legitimate claim for a greater amount and **we** have given **our** prior written approval to settling in this way and for this amount.

Alternatively, if it is not possible to reach agreement with the client on this basis but **we** still believe that by not pressing for the disputed amount **you** will avoid a legitimate claim or counterclaim for a greater amount, **we** will pay the amount owed to **you** at that time. If a claim is still brought, **we** will deal with it but **our** total payment, including what **we** have already paid **you** or on **your** behalf, will not exceed the applicable limit of indemnity shown in the schedule. **You** must return the amount **we** have paid if **you** eventually recover the debt less your reasonable expenses.

Breach of Data Protection Act obligations

If during the **period of insurance**, and as a result of **your business activity** within the **geographical limits** for clients, an investigation or prosecution is brought against **you** pursuant to the Data Protection Act or any similar legislation, **we** will pay the costs incurred with **our** prior written consent to defend **you**.

Representation costs

We will pay legal fees incurred with **our** consent to represent **you** at any Coroners inquest or fatal accident enquiry in respect of any death directly relating to any actual or potential claim under this section.

Your own losses

Losses from dishonesty

If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** suffer a loss from the dishonesty of **your** employees or self-employed freelancers directly contracted to **you** and under **your** supervision but not anyone supplied to a client by **you** under contract, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss.

Loss of documents

If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your business activity** is lost, damaged or destroyed while in **your** possession, **we** will cover **you** against the cost of restoring or replacing it.

What is not covered

Matters specific to your business

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. **your** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legislation or regulation related to these activities unless arising directly from the breach of a duty of care by anyone supplied to a client by **you** under contract;
 2. **your** liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation;
 3. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves;
 4. transmission of a computer **virus**;
 5. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.

Matters insurable elsewhere	6. the death or any bodily or mental injury or disease suffered by anyone, unless arising directly from your breach of a duty of care, or the breach of a duty of care by anyone supplied to a client by you under contract, in the performance of a business activity ;
	7. anyone's employment with or work for you , or any breach of an obligation owed by you as an employer or any kind of discrimination, harassment or unfair treatment;
	8. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle;
	9. the loss, damage or destruction of any tangible property (other than documents in your care, custody or control, in connection with a business activity for a client), unless arising directly from your breach of a duty of care in the performance of a business activity or a breach of a duty of care in the performance of the activities of anyone supplied to a client by you under contract.
	This clause does not apply to your own loss under the Loss of documents cover in What is covered ;
	10. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper;
	11. the loss or distortion of any data held electronically;
	12. any personal liability incurred by a director or officer of yours when acting in that capacity or managing your business, or your breach of any fiduciary duty, other than when performing a business activity for a client, or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements;
	13. your supply, manufacture, sale, installation or maintenance of any product.
Deliberate, reckless or dishonest acts	14. any statement you knew, or ought reasonably to have known, was defamatory at the time of publication;
	15. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim or your own loss under the dishonesty cover in What is covered , but we will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.
Pre-existing problems	16. any shortcoming in your work or your own loss which you knew about, or ought reasonably to have known about, before we agreed to insure you .
Date recognition	17. date recognition .
War, terrorism and nuclear	18. war, terrorism or nuclear risks .
Asbestos	19. asbestos risks , but this clause does not apply to the Asbestos claims cover under What is covered .
Manual work	20. any manual work of any kind.
Medical work	21. any qualified medical or veterinary practitioner or other person giving medical or veterinary treatment, advice or care.
	B. We will not make any payment for:
Claims brought by a related party	1. any claim brought by an insured within the definition of you or any party with a financial, executive or managerial interest in you , including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third party directly arising out of the performance of your business activity .
Other losses	2. your lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	3. any trading loss or trading liability including those arising from the loss of any client, account or business.

Non-compensatory payments	4. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	5. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

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

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

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

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

Special limits

1. For claims and **your** own losses arising from dishonesty, other than the dishonesty of anyone supplied to a client by **you** under contract, the most **we** will pay is a single limit of indemnity for the total of all such claims, their **defence costs** and **your** own losses. **You** must pay the relevant **excess** shown in the schedule.

2. For claims arising out of dishonesty of anyone supplied to a client by **you** under contract, the most **we** will pay is £50,000 for all claims including **defence costs**. **You** must pay an amended excess of £5,000 for each such claim including **defence costs**. This does not increase the total amount **we** will pay under this section.

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

3. For claims arising from work in the industries listed below the most **we** will pay in total for each industry is £500,000 including **defence costs**:

nuclear industry, aviation industry, railway industry, offshore industry, oil and gas industry, petrochemical industry, pharmaceutical Industry, motor production and maintenance industry.

This special limit does not apply to anyone supplied to a client by **you** under contract undertaking clerical, administrative or IT work which does not involve project management work or work that can be deemed mission critical or safety critical.

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

This clause does not increase the total amount **we** will pay under this section.

4. For claims arising from the following professions the most **we** will pay in total for each profession is £500,000 including **defence costs**:

independent financial advisors, social workers, surveyors, architects, accountants actuaries, legal.

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

This clause does not increase the total amount **we** will pay under this section.

Representation costs

The most **we** will pay for representation costs is the amount shown in the schedule. This applies to all costs incurred in relation to any and all deaths occurring during the **period of insurance**.

Paying out the limit of indemnity

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

Your obligations

If a problem arises

We will not make any payment under this section:

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

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
 - b. any claim or threatened claim against **you**;
 - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee, self-employed freelancer or anyone supplied to a client by **you** under contract has acted dishonestly.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Control of defence

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

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

Special definitions for this section

Computer system	Your own computer network, including any third party software programs.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Hacker	Anyone who specifically and maliciously targets you and gains access to the website via the internet or other external electronic link, solely by circumventing electronically the security systems in place to protect against such access. A hacker does not include: <ol style="list-style-type: none">any director or partner of yours or any sub-contractor, self-employed freelancer or third party on your premises without permission;anyone who gains access directly through either any computer, computer system or network of yours or the physical possession of any password or other security code.
Website	Any website(s), intranet or extranet where you have full control over the content and which you run for the promotion of your own business .
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or officer or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your business, any party brings a claim against you arising from:</p> <ol style="list-style-type: none">the content of your email, intranet, extranet or website (including its domain name, metatags and hyperlinks and the marketing and advertising of your business on the website), including alterations or additions made by a hacker, but not connected with any professional business activity for a client, and due to:<ol style="list-style-type: none">your infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;any defamatory statement on your website or in your email, including any defamatory statement concerning a client or business competitor of yours;your breach of confidence or infringement of any right to privacy;your negligent transmission of a computer virus, worm, logic bomb or Trojan horse to anyone with whom you do business or who uses your website in the course of their business;the negligent transmission of a computer virus, worm, logic bomb or Trojan horse to anyone with whom you do business or who uses your website in the course of their business by anyone supplied to a client by you under contract;your unauthorised collection or misuse of any data concerning any customer or potential customer of yours which is either confidential or subject to statutory restrictions on its use and which you obtained through the internet or extranet or website and hold electronically;a third party's good faith reliance on a hacker's fraudulent use of your encrypted electronic signature, encrypted electronic certificate, email or website where there was a clear intention to cause you loss or obtain a personal gain for the hacker, <p>we will indemnify you against the sums you have to pay as compensation.</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>
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Your losses from vandalism

If, during the **period of insurance**, a **hacker** damages, destroys or alters **your website or computer system**, **we** will pay the reasonable and necessary costs and expenses **you** incur with **our** prior written consent to repair or replace the affected part of the **website or computer system** to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before it was damaged, destroyed or altered.

If, during the **period of insurance**, a **hacker** threatens to damage **your website** in a way which would be covered by this section, **we** will indemnify **you** against the ransom paid with our prior written consent or, if the demand is for goods or services, their market value at the time of surrender. **We** will only indemnify **you** in this way if **you** can demonstrate to **us** that the ransom has been surrendered under duress and that before agreeing to its payment **you** took all reasonable efforts to determine that the threat was genuine and not a hoax and to ensure that at least one of **your** senior officers agreed to the ransom's payment.

If a claim arises from the cover provided in either of the two immediately preceding paragraphs **we** will also pay any advertising or publicity expenses reasonably and necessarily incurred, and with our prior permission, in contacting any people who attempted to use the **website** while it was damaged, destroyed or altered.

What is not covered

Matters specific to your business

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. any **virus**, worm, logic bomb or Trojan horse written or created by **you**, **your** employee or any self-employed freelancer directly contracted to **you** and under **your** supervision.
 2. any **virus**, worm, logic bomb or Trojan horse which indiscriminately replicates itself and is automatically disseminated on a global or national scale, or to an identifiable class or sector of users, unless specifically passed on to **you** by a **hacker** of **your website or computer system**.
 3. the infringement of any patent.
 4. any unauthorised or fraudulent use of any credit, debit, charge or store card.
 5. the use or provision of any games, or any gaming, gambling, lottery or auctioneering facilities or services.
 6. the failure or interruption of the service provided by an internet service provider or any telecommunications or other utility provider.
 7. any pornographic, sexually explicit or obscene material unless arising directly from the activities of a **hacker**.
 8. any defamatory statement concerning any partner, director or employee of **yours** or a self-employed freelancer directly contracted to **you** and under **your** supervision.
 9. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
 10. any data or software unique to your company.

Matters insurable elsewhere

11. the death or any bodily or mental injury or disease suffered by anyone.
12. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
13. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
14. **your** supply, manufacture, sale, installation or maintenance of any product.

Deliberate, reckless or dishonest acts

15. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
16. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.

Date recognition.

17. **date recognition**.

War, terrorism and nuclear

18. **war, terrorism or nuclear risks**.

	B. We will not make any payment for:
Pre-existing problems	1. any claim, potential claim or loss or payment which could be made under this section which you knew about, or ought reasonably to have known about, before we agreed to insure you .
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages. 3. any trading loss or trading liability including those arising from the loss of any client, account or business.
Claims outside the applicable courts	4. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

The most **we** will pay for the total of all claims, their **defence costs** and **your** own losses is the limit of indemnity shown in the schedule irrespective of the number of claims or losses. However, the most **we** will pay for **your** own losses from vandalism, including any advertising or publicity expenses, is the amount shown in the schedule. This does not increase the limit of indemnity. **You** must pay the relevant **excess** shown in the schedule.

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

Paying out the limit of indemnity

At any stage **we** can pay **you** the limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any claim, **defence costs** or loss.

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of any matter which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
 - b. any claim or threatened claim against **you**;
 - c. **your** first awareness of any fraud, threatened fraud or suspicion of fraud involving **your website**, electronic signature or electronic mail;
 - d. any damage, destruction or alteration to **your website** or **computer system**;
 - e. **your** first awareness of any threat to damage **your website**.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment without **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.
3. if **you** do not inform the police of any ransom demand as soon as is practicable.

Computer systems protection and back-ups

We will not make any payment under this section if **you** have failed to:

- a. take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to **your computer system**, network, electronic link or **website**;
- b. make back-up copies of any data, file or program at reasonably frequent intervals;



Jelf Manson internet and email

Policy wording

- c. cancel any user name, password or other security protection after **you** knew or had reasonable grounds to suspect that it had been made available to any unauthorised person.

Control of defence

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

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

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Employee	Any person working for you in connection with your business who is: a. employed by you under a contract of service or apprenticeship; b. hired or borrowed by you ; c. self-employed and working on a labour only basis; d. engaged by labour only sub contractors; e. a labour master or person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper.
Personal injury	False arrest, detention, or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by you .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You / your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	If, as a result of your business , any party brings a claim against you for: a. bodily injury or property damage occurring during the period of insurance ; b. personal injury or denial of access committed during the period of insurance , we will indemnify you against the sums you have to pay as compensation. This includes a claim against any employee of you when they are acting on your behalf in whatever capacity. We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.
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Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners or any employee or spouse of such person against legal liability as a result of bodily injury, property damage or personal injury incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man other than:</p> <ol style="list-style-type: none">where indemnity arises out of the ownership or occupation of land or buildings;where indemnity is provided by any other insurance.
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against your principal and you are liable for that claim, we will treat such claim as if made against you and make the same payment to the principal that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none">has not, in our reasonable opinion, caused or contributed to the claim against them;accepts that we can control the claim's defence and settlement in accordance with the terms of this section;has not admitted liability or prejudiced the defence of the claim before we are notified of it;gives us the information and co-operation we reasonably require for dealing with the claim.
Criminal proceedings	<p>If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of any health and safety statute or regulation, we will pay the costs incurred with our prior written consent to defend such an action against you or any employee. This includes proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007, the Food Safety Act 1990 and Consumer Protection Act 1987 or any equivalent legislation in the Isle of Man or Channel Islands.</p>
Cross liabilities	<p>If more than one insured is named in the schedule, we will deal with any claim as though a separate policy had been issued to each of them provided that our liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.</p>
Court attendance compensation	<p>If any person within the definition of you has to attend court as a witness in connection with a claim against you covered under this section, we will pay you compensation for each day, or part of a day that their attendance is required by our solicitor.</p>
Motor contingent liability	<p>If any party brings a claim against you for bodily injury or property damage occurring during the period of insurance and arising from any mechanically propelled vehicle or its trailer being used in connection with your business within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>We will not make a payment for any motor contingent liability claim:</p> <ol style="list-style-type: none">arising from any mechanically propelled vehicle or its trailer which is:<ol style="list-style-type: none">owned by you;loaned, leased hired or rented to you;provided by you;being driven by you.for property damage to the mechanically propelled vehicle or its trailer or to any goods carried in or on the mechanically propelled vehicle or its trailer.arising from the mechanically propelled vehicle being driven by you when you do not hold a licence to drive the vehicle.
Personal representatives	<p>In the event of the death of anyone included within the definition of you, we will indemnify the personal representatives of the deceased person against any claim, which falls within the scope of What is covered, in the same manner and to the same extent as we would have indemnified the deceased person, provided that the personal representatives observe, fulfil and adhere to the terms and conditions of this policy where they could reasonably be expected to do so.</p>

First aid and medical	If, as a result of your business , any party brings a claim against you for bodily injury caused to that party occurring during the period of insurance and arising out of the actions of an employee administering first aid or other medical arrangements, we will indemnify you against the sums you have to pay as compensation. The amount we will pay will include defence costs . We will not make any payment where the employee is a medical practitioner.
Representation costs	We will pay legal fees incurred with our consent to represent you at any Coroners inquest or fatal accident enquiry in respect of any death directly relating to any actual or potential claim under this section.
Residual employers' liability	<p>We will indemnify you against the sums you have to pay as compensation arising out of bodily injury to an employee occurring during the period of insurance whilst engaged in the course of your business in an overseas territory where your legal liability is compulsorily insurable under an employers' liability or workers' compensation law.</p> <p>We will also pay any amount for which you are liable arising from the exercise of rights of recovery against you by any state social security or similar scheme.</p> <p>We will not make a payment where:</p> <ol style="list-style-type: none"> a. bodily injury is sustained 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; b. bodily injury is sustained within Great Britain or Northern Ireland; c. bodily injury arises directly or indirectly from asbestos risks.

What is not covered

Property for which you are responsible	<p>A. We will not make any payment for any claim or loss directly or indirectly due to:</p> <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. employees' or visitors' vehicles or effects while on your premises; b. premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your business; c. premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement. 2. the ownership, possession or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. <p>This does not apply to:</p> <ol style="list-style-type: none"> a. any tool of trade; b. the unauthorised movement by you or on your behalf on your premises of any mechanically propelled vehicles and their trailers; c. the loading or unloading of any vehicle off the highway; d. any claim covered under What is covered, Motor contingent liability.
Injury to employees	<ol style="list-style-type: none"> 3. bodily injury to any employee other than as covered under What is covered, Residual employers' liability.
Pollution	<ol style="list-style-type: none"> 4. <ol style="list-style-type: none"> a. <ol style="list-style-type: none"> i. any pollution of buildings or other structures or of water or land or the atmosphere; or ii. any bodily injury or property damage directly or indirectly caused by pollution, unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance; b. any pollution occurring in the United States of America or Canada.

Computer virus	5. transmission of a computer virus .
Professional advice	6. designs, plans, specifications, formulae or advice prepared or given by you or your employees for a fee or where a fee would normally be payable.
Your products	7. the costs of repairing, reconditioning or replacing any product or any of its parts. 8. any of your products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with the navigation, flying capabilities or safety of such aircraft, including missiles or spacecraft.
Failure to take reasonable care	9. your failure: <ol style="list-style-type: none"> a. to exercise reasonable care to ensure that only competent employees are employed; or b. to take all reasonable steps to avoid bodily injury or property damage; or c. to take all reasonable steps to comply with all statutory and other obligations imposed by any authority; or d. to maintain the business premises and all ways, works, machinery and plant in good condition; or e. in the event of the discovery of any defect or danger to ensure that any such defect or danger be made good or remedied and in the meantime to ensure that any additional precautions be taken as the circumstances may require.
Deliberate or reckless acts	10. any act, breach, omission or infringement you deliberately, spitefully or dishonestly 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.
Date recognition	11. date recognition .
War and nuclear	12. war or nuclear risks .
Asbestos	13. asbestos risks .
Use of heat away from premises	B. The following are conditions precedent to our liability. We will not make any payment under this insurance unless all of the following requirements in respect of the use or application of heat by you or your employees away from the business premises are fully complied with: <ol style="list-style-type: none"> 1. Before starting work involving the use or application of heat: <ol style="list-style-type: none"> a. You or your employees on site shall make themselves fully aware of the written risk assessment and the location of the site's fire alarms, if any, and ensure that at least two adequate and appropriate fire extinguishers, in proper working order, are kept within ten metres of the use of or application of heat; b. you or your employees shall examine all property within five metres of the use of or application of heat (including adjoining shafts or openings and the area on the other side of any wall or partition) and ensure that all combustible materials are removed from this area. Combustible materials which cannot be removed must be covered and fully protected by screens of non-combustible material. 2. During the process of work involving the use or application of heat: <ol style="list-style-type: none"> a. you or your employees shall ensure that an observer is appointed to watch for signs of smoke or smouldering or flames; b. you or your employees shall ensure that the use of all equipment is carried out strictly in accordance with the manufacturer's instructions including not being lit until immediately before use and extinguished immediately after use. No piece of lighted equipment shall be left unattended; c. you or your employees shall ensure that any gas cylinders not required for immediate use are kept outside the building in which the use of application of heat is taking place and at least 15 metres from the point of application of heat;

- d. **you** or **your employees** shall ensure that any use of asphalt, bitumen, tar, pitch or lead heaters is carried out in the open in a vessel designed for the purpose and the vessel must be placed on a non-combustible heat insulating base.
- 3. Upon completion of work involving the use or application of heat, **you** or **your employees** shall ensure that a continuous examination of the area within 15 metres of the use of or application of heat (including the area on the other side of any wall or partition) is carried out for at least one hour.
- C. **We** will not make any payment for:

Non-compensatory payments

- 1. fines and contractual penalties, punitive or exemplary damages.

Claims outside the applicable courts

- 2. any claim, including arbitration, brought outside the countries set out in the schedule under Applicable Courts.

This applies to proceedings in the Applicable Courts to enforce, or which are based on, a judgment or award from outside the Applicable Courts.

How much we will pay

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

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

Special limits

Products

- a. For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.

Pollution

- b. For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. **You** must pay the relevant **excess** shown in the schedule.

Claims brought in USA/Canada

- c. For claims brought in the United States of America or Canada, other than residual employers' liability claims, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. **You** must pay the relevant **excess** shown in the schedule.

Representation costs

- d. The most **we** will pay for representation costs is the amount shown in the schedule. This applies to all costs incurred in relation to any and all deaths occurring during the **period of insurance**.

Residual employers' liability

- e. For residual employers' liability claims, **we** will indemnify **you** in respect of amounts for which **you** are liable in excess of whichever is the greater of:
 - 1. USD \$1,000,000 for claims brought in the United States of America or any territory within its jurisdiction; or
 - 2. £500,000 for claims brought elsewhere in the world; or
 - 3. the limit of indemnity provided by the employers' liability or workers' compensation policy arranged by **you**; or
 - 4. the applicable minimum limit required by law in the territory where the **bodily injury** occurred.

The most **we** will pay for residual employers liability is £1,000,000 in total for the **period of insurance**.

Criminal proceedings costs

- f. The most **we** will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against **you** during the **period of insurance**.



Jelf Manson Public and products liability for umbrella companies

Policy wording

Court attendance
compensation

g. **We** will pay **you** the following compensation for each day, or part day:

1. **you** or **your** partner or director: £250
2. any other **employee**: £100

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

Terrorism

h. For claims arising from **terrorism**, the most **we** will pay is £2,000,000 each and every claim or any other amount specified in the schedule, whichever is the lower. **We** will also pay for **defence costs**.

You must pay the relevant **excess** shown 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

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**.
2. unless **you** notify **us** as soon as practicable of:
 - a. **your** discovery that **products** are defective;
 - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Correcting problems

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

Control of defence

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

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

Special definitions for this section

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

What is covered

Claims against you	<p>If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	<p>If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of health and safety statute or regulation, we will pay the costs incurred with our prior written consent to defend such an action against you. This includes proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or Channel Islands.</p>
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p> <ul style="list-style-type: none">a. has not, in our reasonable opinion, caused or contributed to the claim against them;b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section;c. has not admitted liability or prejudiced the defence of the claim before we are notified of it;d. gives us the information and co-operation we reasonably require for dealing with the claim.
Indemnity to directors and employees	<p>If as a result of your business any party brings a claim which falls within the scope of What is covered against your directors or employees, we will treat such claim as if it were against you where you request us to do so.</p>

Unsatisfied court judgments	<p>If any employee obtains a judgment for damages following bodily injury against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than 6 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"> a. the bodily injury is caused during the period of insurance and arises out of and in the course of his or her employment in your business; and b. we would have covered your liability if you had caused the bodily injury; and c. there is no appeal outstanding; and d. the employee assigns his or her judgment to us.
Additional cover	
Court attendance compensation	<p>If any person within the definition of you has to attend court as a witness in connection with a claim against you covered under this section, we will pay you compensation for each day, or part of a day, that their attendance is required by our solicitor.</p>
Personal representatives	<p>In the event of your death we will indemnify your personal representatives against any claim which falls within the scope of What is covered, provided that your personal representatives observe, fulfil and adhere to the terms and conditions of this policy where they are able to do so.</p>
Representation costs	<p>We will pay legal fees incurred with our consent to represent you at any Coroners inquest or fatal accident enquiry in respect of any death directly relating to any actual or potential claim under this section.</p>
First aid and medical	<p>If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of actions of any employee administering first aid or medical arrangements, we will indemnify you against the sums you have to pay as compensation. The amount we pay will include defence costs. We will not make any payment where the employee administering first aid or medical arrangements is a medical practitioner.</p>

What is not covered

Offshore	<p>A. We will not make any payment for:</p> <ol style="list-style-type: none"> 1. Any claim or loss directly or indirectly due to: <ol style="list-style-type: none"> a. 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	<ol style="list-style-type: none"> b. any bodily injury to any employee while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where you are entitled to indemnity from any other source.
Claims outside the applicable courts	<ol style="list-style-type: none"> 2. Any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

How much we will pay

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

Special limits

Terrorism	<p>The most we will pay for claims and their defence costs arising from terrorism is the amount shown in the schedule. If we decide that this limit applies to a claim, it is your responsibility to prove that the claim does not arise from terrorism.</p>
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Criminal proceedings costs	We will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against you during the period of insurance .
Court attendance compensation	We will pay you the following compensation for each day, or part day: <ol style="list-style-type: none">1. you or your partner or director £2502. any other employee £100 The most we will pay for the total of all court attendance compensation is £10,000.
Representation costs	The most we will pay for representation costs is the amount shown in the schedule. This applies to all costs incurred in relation to any and all deaths occurring during the period of insurance .

Your obligations

If a problem arises	We will not make any payment under this section: <ol style="list-style-type: none">1. unless you notify us promptly of any claim or threatened claim against you;2. unless you notify us as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body;3. if, when dealing with your employee or a third party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement.
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Control of defence

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

Compulsory insurance clause

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

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

Special definitions for this section

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

What is covered

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

What is not covered

We will not make any payment for:

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**.