

# RENEWAL SCHEDULE

Policy: HU PIB 9557348 (62)



## INSURANCE DETAILS

|   |  |
|---|--|
| <b>Period of Insurance:</b>                   | From 01 September 2021 to 31 August 2022 both days inclusive   |
| <b>Underwritten by:</b>                       | Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy  |
| <b>General terms and conditions wording :</b> | 8657 WD-HSP-UK-UMMTC(5)<br>The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below |
| <b>Payment Method :</b>                       | Payment by Monthly Direct Debit  |
| <b>Anniversary Date:</b>                      | 01 September 2021  |

## INSURED DETAILS

|                              |  |
|------------------------------|--|
| <b>Insured :</b>             | Nixon Williams Ltd   |
| <b>Address :</b>             | Unit 4, Calder Court<br>Shorebury Point, Amy Johnson Way<br>BLACKPOOL<br>FY4 2RH   |
| <b>Additional Insureds :</b> | For Additional Insureds refer to the Additional Insureds Section below.  |
| <b>Business :</b>            | The activities of single person limited companies administered by Nixon Williams Ltd only (no cover for the accountancy or payroll services provided by Nixon Williams Ltd). |

**CLAIMS DETAIL**

If you need to make a claim:

- For claims relating to buildings or contents please contact our claims team on : 0800 711 7156, available 8.30am – 5.30pm for household claims, 9.00am – 5.30pm for commercial claims, or contact your broker. If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at <https://claims.hiscox.co.uk/>

Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to our 24-hour emergency assistance team using the telephone number above. Your policy schedule will state if buildings, contents or travel cover is included in your policy. If cover is not held we may be able to support you on a pay and claim basis. The team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of substantial damage.

- If there is a claim (or potential claim) against you or the policyholder by a third party, you should contact your broker immediately. If this is not possible or you would prefer to contact us directly, please email us at [liability.claims@hiscox.com](mailto:liability.claims@hiscox.com). If you need to speak to a member of the claims team urgently, please call our team on 0800 711 7156, available 9.00am – 5.30pm for commercial claims. If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at <https://claims.hiscox.co.uk/>

You will need to provide your full name and contact details, the address and postcode where the claim has occurred, the policy reference and circumstances of the claim. For commercial claims, you will also need to provide the name of the business or organisation, and the address and postcode.

The Important information and contact details section below contains additional information specific to the covers applicable to your policy.

If you are unsure of who to contact please call our team on : 0800 711 7156, available 8.30am – 5.30pm for Household claims, 9.00am – 5.30pm for Commercial claims. They will ensure you get through to the correct claims team and let you know what actions you need to take.

**PROFESSIONAL INDEMNITY FOR UMBRELLA COMPANIES**

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

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

|   |                            |
|---|----------------------------|
| Your own losses from dishonesty of your individual partners, directors and employees  | £ 250,000 in the aggregate |
| Your own losses from dishonesty of persons supplied by you to a client under contract | £ 250,000 in the aggregate |

**Additional cover** (in addition to the overall limit/amount insured above)

Representation costs £ 2,000,000 in the aggregate or the overall limit of indemnity above, whichever is less

**Business Activities**

The activities of single person limited companies administered by 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**

- 800.1** Retroactive date  
Amendment of cover: how much we will pay special limit 3 a  
Amendment of cover: tax
- 6018.1** Retroactive date [UMM.PI(1)]

**PUBLIC AND PRODUCTS LIABILITY**

**Section wording :** 8693 WD-HSP-UK-UMMPL (4)  
**Insurer:** Hiscox Insurance Company Limited  
**Limit of indemnity:** £ 5,000,000  
**Limit applies to :** each and every claim or loss, defence costs in addition, other than for pollution or for products to which a single aggregate limit, including defence costs, applies  
**Excess:** £ 250  
**Excess Applies to :** each and every claim or loss 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 proceedings costs £ 2,000,000 in the aggregate or the overall limit of indemnity above, whichever is less

**Additional cover** (in addition to the overall limit/amount insured above)

Representation costs £ 2,000,000 in the aggregate or the overall limit of indemnity above, whichever is less

Unauthorised use of third party telephones by your employees £ 10,000 in the aggregate

**Special Excesses**

Property damage arising from the use of heat £ 2,500 Each and every claim or loss

|  |         |                              |
|--|---------|------------------------------|
| Property damage arising from safety critical rail work       | £ 2,500 | Each and every claim or loss |
| Unauthorised use of third party telephones by your employees | £ 250   | Each and every claim or loss |

**What is not Covered**

**Claims first brought in the USA or Canada are NOT covered**

**EMPLOYERS LIABILITY**

**Section wording :** 8692 WD-HSP-UK-UMMEL (4)  
**Insurer:** Hiscox Insurance Company Limited  
**Limit of indemnity:** £ 10,000,000  
**Limit applies to :** all claims, losses and defence costs which arise from the same incident or event  
**Geographical Limits :** Worldwide  
**Applicable Courts :** England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

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

|                            |             |  |
|----------------------------|-------------|--|
| Criminal proceedings costs | £ 2,000,000 | in the aggregate   |
| Terrorism                  | £ 5,000,000 | all claims, losses and defence costs which arise from the same incident or event |
| Representation costs       | £ 2,000,000 | in the aggregate   |

**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

**Additional cover** (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**

Any insured's client who opted for an accountancy package which has insurance: Covered on the same basis as the Insured.

# CERTIFICATE

Policy: HU PIB 9557348 (62)



## Certificate of professional indemnity insurance

|                      |   |          |                |
|----------------------|---|----------|----------------|
| Insured name:        | Nixon Williams Ltd and all subsidiary companies                               |          |                |
| Address:             | Unit 4, Calder Court<br>Shorebury Point, Amy Johnson Way<br>BLACKPOOL         |          |                |
| Postcode:            | FY4 2RH   | Country: | United Kingdom |
| Policy number:       | 9557348   |          |                |
| Insurer:             | Hiscox Insurance Company Limited  |          |                |
| Period of insurance: | From 01 September 2021 to 31 August 2022 both days inclusive                  |          |                |
| Retroactive date:    |   |          |                |
| Limit of indemnity:  | £ 5,000,000   |          |                |
| Additional insureds: | Any insured's client who opted for an accountancy package which has insurance |          |                |

Signed on behalf of Hiscox Underwriting Limited as agent for the insurers

A handwritten signature in black ink that reads "Steve Langan" with a horizontal line extending to the right.

**Steve Langan**

Managing Director, Hiscox UK

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

# CERTIFICATE

Policy: HU PIB 9557348 (62)



## Certificate of Public and products liability insurance

|                      |   |          |                |
|----------------------|---|----------|----------------|
| Insured name:        | Nixon Williams Ltd  |          |                |
| Address:             | Unit 4, Calder Court<br>Shorebury Point, Amy Johnson Way<br>BLACKPOOL         |          |                |
| Postcode:            | FY4 2RH   | Country: | United Kingdom |
| Policy number:       | 9557348   |          |                |
| Insurer:             | Hiscox Insurance Company Limited  |          |                |
| Period of insurance: | From 01 September 2021 to 31 August 2022 both days inclusive                  |          |                |
| Limit of indemnity:  | £ 5,000,000   |          |                |
| Additional insureds: | Any insured's client who opted for an accountancy package which has insurance |          |                |

Signed on behalf of Hiscox Underwriting Limited as agent for the insurers

A handwritten signature in black ink that reads "Steve Langan" with a long horizontal line extending to the right.

**Steve Langan**

Managing Director, Hiscox UK

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

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 800.1

**Retroactive date**

Retroactive date: <DATE>

Clause

**Amendment of cover: how much we will pay special limit 3 a**

**How much we will pay** special limits 3 & 4 are amended to read as follows:

3. For claims arising from work in the industries listed below the most **we** will pay in total for each industry is £1,000,000 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 £1,000,000 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.

Clause

**Amendment of cover: tax**

**What is not covered** A. 2. is amended to read as follows:

2. any breach of taxation, competition, restraint of trade or anti-trust legislation or regulation.



|               |               |                                     |
|---------------|---------------|-------------------------------------|
| <b>Clause</b> | <b>6018.1</b> | <b>Retroactive date [UMM.PI(1)]</b> |
|---------------|---------------|-------------------------------------|

**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.

Crisis containment: endorsements

Clause 9003.0

**Crisis containment provider: Hill & Knowlton**

**Crisis line contact number (24 hours):** +44(0)800 8402783 / +44 (0)1206 711796

**Crisis containment provider:** Hill & Knowlton

This contact number will go through to **us** during **working hours**, and will go directly to Hill & Knowlton outside of these hours.

If **you** first become aware of a **crisis** outside of **working hours**, **you** must notify **us** of the **crisis** as soon as possible within **working hours** by telephoning +44(0)800 8402783 or +44 (0) 1206 711796.

**Endorsements which apply to whole policy**

|               |               |   |
|---------------|---------------|---|
| <b>Clause</b> | <b>257.0</b>  | <b>Business performed in the past (I&amp;E)</b><br><br><b>We</b> will not make any payment for any claim or loss which arises from any <b>business activity</b> performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before 24/01/2018.  |
| <b>Clause</b> | <b>603.1</b>  | <b>Commercial assistance and legal advice helpline</b><br><br>This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.<br><br>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: <ul style="list-style-type: none"><li>• Employment</li><li>• Prosecutions</li><li>• Discrimination in the workplace</li><li>• Health &amp; safety</li><li>• European law</li></ul><br><b>Helpline number:</b> +44 (0)800 840 2269<br><b>Helpline hours:</b> 24 hours a day, 7 days a week<br><br>This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders. |
| <b>Clause</b> | <b>6115.1</b> | <b>Nil first excess (REC members only)</b><br><br>The <b>excess</b> shown in the schedule is amended to nil for the first claim or loss accepted and paid under this <b>policy</b> . This does not apply to the Driver's Negligence section of this <b>policy</b> , if purchased.   |

**Clause**

**Using your personal information**

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com)

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

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

For further information on how your information is used and your rights in relation to your information please see our privacy policy at [www.hiscox.co.uk/cookies-privacy](http://www.hiscox.co.uk/cookies-privacy).



**Policy: HU PIB 9557348 (62)**

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**INFORMATION ABOUT US**

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

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

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**Insurers**

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

|                      |   |
|----------------------|---|
| Name                 | <b>Hiscox Insurance Company Limited</b>   |
| Registered address   | 1 Great St. Helens<br>London<br>EC3A 6HX<br>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

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**Our promise to you**

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

Signed for and on behalf of Hiscox Underwriting Ltd:



**Ben Horton**  
CUO, Hiscox Underwriting Ltd

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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  
The Hiscox Building  
Peasholme Green  
York YO1 7PR

or by telephone on +44 (0)800 116 4627 or +44 (0)1904 681 198 or by email at [customer.relations@hiscox.com](mailto: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 complaints procedure is without prejudice to **your** right to take legal proceedings.

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



## General terms and conditions

v. is designed to interfere with or to disrupt an electronic system.

|                  |   |
|------------------|---|
| <b>Virus</b>     | <b>Programs</b> that are secretly introduced without <b>your</b> permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.. |
| <b>War</b>       | War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.   |
| <b>We/us/our</b> | The insurers named in the schedule.   |
| <b>You/your</b>  | The insured named in the schedule.  |

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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.

|   |   |
|---|---|
| Presentation of the risk                              | 1. In agreeing to insure <b>you</b> and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given <b>us</b> . <b>You</b> must provide a fair presentation of the risk and must take care when answering any questions <b>we</b> ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which <b>you</b> (including <b>your</b> 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 <b>we</b> establish that <b>you</b> deliberately or recklessly failed to present the risk to <b>us</b> fairly, <b>we</b> may treat this <b>policy</b> as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> and <b>we</b> will be entitled to retain all premiums paid.<br>b. If <b>we</b> establish that <b>you</b> failed to present the risk to <b>us</b> fairly but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> made a fair presentation of the risk, as follows:<br>i. if <b>we</b> would not have provided this <b>policy</b> , <b>we</b> may treat it as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> . <b>We</b> will refund any premiums <b>you</b> have paid; or<br>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the start of the <b>period of insurance</b> . This may result in <b>us</b> making no payment for a particular claim or loss. <b>You</b> must reimburse any payment made by <b>us</b> that <b>we</b> would not have paid if such terms had been in effect. |
| Change of circumstances                               | 3. <b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b> (a material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance). <b>We</b> may then change the terms and conditions of this <b>policy</b> or cancel it in accordance with the Cancellation condition.   |
| If you fail to notify us of a change of circumstances | 4. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to:<br>i. notify <b>us</b> of a change of circumstances which may materially affect the <b>policy</b> ; or<br>ii. comply with the obligation in 1. above to make a fair presentation of the risk to <b>us</b> when providing us with information in relation to a change of circumstances;<br><b>we</b> may treat this <b>policy</b> 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. <b>You</b> must reimburse all payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will be entitled to retain all premiums paid.<br>b. If <b>we</b> establish that <b>you</b> failed to notify <b>us</b> of a change of circumstances or to make a fair presentation of the risk to <b>us</b> when providing <b>us</b> with information in relation to a change of circumstances, but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> fairly presented the change of circumstances to <b>us</b> , as follows:   |

## General terms and conditions

- 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 refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under £25.
- Multiple insureds 8. The most **we** will pay is the relevant amount shown in the schedule.  
If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.  
**You** agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.
- Aggregate limit 9. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.  
If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.
- 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 or compensation scheme 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 or compensation scheme 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.

**General claims conditions**

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

## Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
  - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section; 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 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.

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

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**Special definitions for this section**

|                          |  |
|--------------------------|--|
| <b>Advertising</b>       | Advertising, publicity, or promotion in or of <b>your</b> products or services.  |
| <b>Business activity</b> | The activities shown in the schedule, which <b>you</b> perform in the course of <b>your business</b> .   |
| <b>Computer system</b>   | Any computer network, hardware, software or information technology and communications system, including any email, intranet, extranet or website.  |
| <b>Defence costs</b>     | Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .   |
| <b>Hacker</b>            | Any third party, including anyone supplied to a client by <b>you</b> under contract but not an employee of <b>yours</b> , who maliciously targets <b>you</b> and gains unauthorised access to or unauthorised use of <b>your computer system</b> or data held electronically by <b>you</b> or on <b>your</b> behalf.   |
| <b>Medical treatment</b> | The provision of, or failure to provide, any:<br>a. medical or veterinary diagnosis or prescription; or<br>b. medical or veterinary treatment, including any nursing, care, habilitation and rehabilitation which is carried out under medical or veterinary supervision.  |
| <b>Predecessor</b>       | Any person, practice or other firm to which <b>you</b> have succeeded.   |
| <b>Retroactive date</b>  | a. The date stated as the retroactive date in the schedule; or<br>b. in respect of any claim against an employee, the date the employee commenced employment with <b>you</b> ; or<br>c. in respect of any claim against any self-employed contractor or personal service company, the date the self-employed contractor or personal service company commenced obtaining services from <b>you</b> ;<br><br>whichever is the later.<br><br>However, if the employee, self-employed contractor or personal service company 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 <b>policy</b> , the <b>retroactive date</b> shall be the first date upon which the employee, self-employed contractor or personal service company held such policy. |
| <b>You/your</b>          | Also includes:<br>a. any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager who is in actual control of <b>your</b> operations, or if deceased, incapacitated, insolvent or bankrupt, their legal representative;<br>b. any <b>predecessor</b> provided that they observe, fulfill and adhere to the terms and conditions of this <b>policy</b> where they can reasonably be expected to do so;<br>c. at <b>your</b> request any employee or if deceased, incapacitated, insolvent or bankrupt, their legal representative;<br><br>in respect of any claim which falls within the scope of <b>What is covered</b> .   |

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**What is covered**

|                    |   |
|--------------------|---|
| Claims against you | If during the <b>period of insurance</b> , and as a result of <b>your business activity</b> or <b>advertising</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b> , any party brings a claim against <b>you</b> for:<br>a. negligence or breach of a duty of care;<br>b. negligent misstatement or negligent misrepresentation; |
|--------------------|---|

## Marsh Commercial Umbrella professional indemnity

Policy wording

- 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. negligence or breach of a duty of care in connection with the transmission of a **virus** or a denial of service attack;
- i. any other civil liability unless excluded under **What is not covered** below;

**we** will indemnify **you** against 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.

### Asbestos claims

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 on or after the **retroactive date**, 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:

- 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.

### Payment of withheld fees

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 2018 or any similar or successor 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.

#### Indemnity to principals

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

1. accept that **we** can control the claim's defence and settlement in accordance with the terms of this section;
2. have not admitted liability or prejudiced the defence of the claim before **we** are notified of it; and
3. give **us** the information and co-operation **we** reasonably require for dealing with the claim.

#### 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** discover a loss from the dishonesty of:

1. any of **your** individual partners, directors or employees;
2. any self-employed freelancer directly contracted to **you** and under **your** supervision; or
3. 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 provided that the loss was suffered on or after the **retroactive date**.

##### 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.

##### Court attendance compensation

If any person within the definition of **you**, other than anyone supplied to a client by **you** under contract, 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 that their attendance is required by **us**.

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## 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** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation in connection with **your business**.
3. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
4. any **virus** that was not specifically targeted to **your computer system**.
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 in the performance of a **business activity** or the breach of a duty of care in the performance of the activities of anyone supplied to a client by **you** under contract.
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, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
8. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.



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|--|---|
|  | 9. the loss, damage or destruction of any tangible property (other than documents in <b>your</b> care, custody or control, in connection with a <b>business activity</b> for a client), unless arising directly from <b>your</b> 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 <b>you</b> under contract. This does not apply to <b>your</b> own loss under the Loss of documents cover in <b>What is covered</b> . |
|  | 10. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.  |
|  | 11. the loss, copying or distortion of any data by a <b>hacker</b> . This does not apply to costs incurred with <b>our</b> prior written consent to defend <b>you</b> under the Breach of Data Protection Act obligations cover in <b>What is covered</b> .   |
|  | 12. any personal liability incurred by a director or officer of <b>yours</b> when acting in that capacity or managing <b>your</b> business, or <b>your</b> breach of any fiduciary duty, other than when performing a <b>business activity</b> for a client, or any statement, representation or information concerning <b>you</b> or <b>your</b> business contained in <b>your</b> accounts, reports or financial statements.  |
|  | 13. <b>your</b> supply, manufacture, sale, installation or maintenance of any product.  |
| Deliberate, reckless or dishonest acts | 14. any statement <b>you</b> knew, or ought reasonably to have known, was defamatory at the time of publication.  |
|  | 15. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim or <b>your</b> own loss under the dishonesty cover in <b>What is covered</b> , but <b>we</b> will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.  |
| Pre-existing problems                  | 16. anything, including any actual or alleged shortcoming in <b>your</b> work, likely to lead to a claim against <b>you</b> , or <b>your</b> own loss, which <b>you</b> knew or ought reasonably to have known about, before <b>we</b> agreed to insure <b>you</b> .  |
| War, terrorism and nuclear             | 17. <b>war, terrorism or nuclear risks</b> .  |
| Asbestos                               | 18. <b>asbestos risks</b> , but this clause does not apply to the Asbestos claims cover under <b>What is covered</b> .  |
| Manual work                            | 19. any manual work of any kind.  |
| Medical work                           | 20. <b>medical treatment</b> , unless arising directly from a breach of a duty of care in the performance of the activities of anyone supplied to a client by <b>you</b> under contract.  |
|  | B. <b>We</b> will not make any payment for:   |
| Claims brought by a related party      | 1. any claim brought by an insured within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b> , including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third party directly arising out of the performance of <b>your business activity</b> .  |
| Other losses                           | 2. <b>your</b> 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, 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 brought against **you** arising out of dishonesty of **your** individual partners, directors and employees and any self-employed freelancer directly contracted to **you** and under **your** supervision and 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 and their **defence costs**.
2. For **your** own direct financial losses arising out of dishonesty of **your** individual partners, directors and employees and any self-employed freelancer directly contracted to **you** and under **your** supervision, the most **we** will pay is the amount stated in the schedule.
3. For **your** own direct financial losses arising out of dishonesty of persons supplied to a client by **you** under contract, the most **we** will pay is the amount stated in the schedule. **You** must pay an amended excess of £5,000 for each such claim.
4. For claims brought against **you** arising out of a breach of a duty of care in the performance of **medical treatment** by anyone supplied to a client by **you** under contract, the most **we** will pay is the amount stated in the schedule for all claims including **defence costs**. The **excess** for any such claim is amended to £5,000 and will apply to each claim including **defence costs**.
5. For claims arising from work in the industries listed below the most **we** will pay in total for each industry is £1,000,000 including **defence costs**:
  - a. nuclear industry;
  - b. aviation industry;
  - c. railway industry;
  - d. offshore industry;
  - e. oil and gas industry;
  - f. petrochemical industry;
  - g. pharmaceutical industry; and
  - h. motor production and maintenance industry.

This special limit does not apply to anyone supplied to a client by **you** under contract undertaking work which is:

- i. clerical in nature; or
- ii. administrative in nature; or
- iii. related to information technology and does not involve any:
  - project management work; or
  - work which could be deemed mission critical or safety critical.

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

6. For claims arising from the following professions the most **we** will pay in total for each profession is £1,000,000 including **defence costs**:
  - a. independent financial advisors;
  - b. surveyors;
  - c. architects;



- d. accountants;
- e. actuaries; and
- f. legal professionals.

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

- 7. 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**.
- 8. For court attendances, **we** will pay the following amount for each day or part of a day:
  - a. £500 for directors, partners or senior managers; or
  - b. £250 for all other employees.

The most **we** will pay for the total of all court attendances is £100,000.

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**.

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## Your obligations

If a problem arises

- 1. **We** will not make any payment under this section 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 anything, including any actual or alleged shortcoming in **your** work, 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. 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 **we** have suffered as a result.

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## Control of defence

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

If **we** do not consider that **you** have reasonable prospects of defending a claim, investigation or prosecution or part of a claim, investigation or prosecution **we** have the right but not the obligation to take control of and conduct in **your** name, the investigation, settlement or defence of the claim, investigation or prosecution or part of the claim, investigation or prosecution. Proceedings will only be defended taking into account the commercial considerations of the costs of defence. **We** may request that an opinion be obtained from a mutually agreed Queen's Counsel, or equivalent in a different jurisdiction, as to the prospects of **you** successfully defending a claim, investigation or prosecution or part of a claim, investigation or prosecution. Such opinion shall be binding on **you** and **us**. The costs of obtaining such opinion shall be met by **us**.



## Marsh Commercial Umbrella professional indemnity Policy wording

Appointment of legal representation

If a covered or partially covered claim, investigation or prosecution is brought against **you**, then **we** have the right to appoint suitably qualified legal representation to defend **you**. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval.

Partially covered claims, investigations and prosecutions

If a claim, investigation or prosecution which is only partially covered by this section is brought against **you**, amounts relating to the non-covered parts of the claim, investigation or prosecution will be deducted from **our** final settlement. **We** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim, investigation or prosecution. If **you** and **we** cannot agree on a fair allocation, **you** and **we** agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.

Payment of full limit of indemnity

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

Payment of excess

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

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

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**Special definitions  
for this section**

|                                    |   |
|------------------------------------|---|
| <b>Bodily injury</b>               | Death or any bodily or mental injury or disease of any person.  |
| <b>Computer system</b>             | Any computer network, hardware, software or information technology and communications system, including any email, intranet, extranet, website or data held electronically.   |
| <b>Defence costs</b>               | Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .  |
| <b>Denial of access</b>            | Nuisance, trespass or interference with any easement or right of air, light, water or way.  |
| <b>Drone</b>                       | Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.  |
| <b>Employee</b>                    | Any person working for <b>you</b> in connection with <b>your</b> business who is:<br>a. employed by <b>you</b> under a contract of service or apprenticeship;<br>b. hired or borrowed by <b>you</b> ;<br>c. self-employed or working on a labour-only basis;<br>d. engaged by labour-only sub-contractors;<br>e. a labour master or person supplied by him;<br>f. engaged under a work experience or training scheme;<br>g. a voluntary helper. |
| <b>Medical treatment</b>           | The provision of, or failure to provide, any:<br>a. medical or veterinary diagnosis or prescription; or<br>b. medical or veterinary treatment, including any nursing, care, habilitation and rehabilitation which is carried out under medical or veterinary supervision.   |
| <b>Misuse of a computer system</b> | Any unauthorised or malicious act, or threat of any unauthorised or malicious act, involving the use or operation or processing of or access to any <b>computer system</b> .  |
| <b>Personal injury</b>             | False arrest, detention, or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.   |
| <b>Pollution</b>                   | Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.   |
| <b>Products</b>                    | Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by <b>you</b> .   |
| <b>Property damage</b>             | Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.   |
| <b>Tool of trade</b>               | Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation. This does not include <b>drones</b> .  |
| <b>You/your</b>                    | Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.  |

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**What is covered**

|  |   |
|--|---|
| Claims against you                     | <p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li><b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>;</li><li><b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>,</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any <b>employee</b> of <b>yours</b> when they are acting in connection with their employment or engagement by <b>you</b>.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>  |
| Overseas personal liability            | <p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners or any <b>employee</b> or spouse of such person against legal liability as a result of <b>bodily injury</b>, <b>property damage</b> or <b>personal injury</b> incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, or the Isle of Man other than where such liability:</p> <ol style="list-style-type: none"><li>arises out of:<ol style="list-style-type: none"><li>any loss of a third-party's key or electronic pass card;</li><li>any failure to secure a third-party's premises;</li><li>the ownership or occupation of land or buildings;</li><li>any 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; or</li></ol></li><li>is covered by any other insurance.</li></ol> |
| Indemnity to principals                | <p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against any party with whom <b>you</b> have entered into a contract or agreement in connection with <b>your business</b> and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if it had been made against <b>you</b> and make the same payment to such party that <b>we</b> would have made to <b>you</b>, provided that they:</p> <ol style="list-style-type: none"><li>accept that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li><li>have not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it; and</li><li>give <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li></ol>  |
| Cross liabilities                      | <p>If more than one insured is named in the schedule, <b>we</b> will deal with any claim as though a separate policy had been issued to each of them provided that <b>our</b> liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.</p>   |
| Criminal proceedings costs             | <p>If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> or any of <b>your</b> partners, director or <b>employees</b> during the <b>period of insurance</b> for any breach of any health and safety statute or regulation, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against such party. This includes proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007, the Food Safety Act 1990 and the Consumer Protection Act 1987 or any similar or successor legislation.</p>   |
| Loss of third-party keys               | <p>If, during the <b>period of insurance</b> and as a result of <b>your business</b>, <b>you</b> lose any key or electronic pass card belonging to a third-party for which <b>you</b> are legally responsible, and that party brings a claim against <b>you</b>, <b>we</b> will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards. This includes a claim against any <b>employee</b> of <b>yours</b> when they are acting in connection with their employment or engagement by <b>you</b>.</p>  |
| Failure to secure third-party premises | <p>If, during the <b>period of insurance</b>, <b>you</b> fail to secure the premises of a third-party where <b>you</b> have been carrying out <b>your business</b>, and that party brings a claim against <b>you</b>, <b>we</b> will pay the sums <b>you</b> have to pay as compensation to such third-party, provided that <b>you</b> have taken reasonable steps to secure the premises as required by that third-party. This includes a claim against any <b>employee</b> of <b>yours</b> when they are acting in connection with their employment or engagement by <b>you</b>.</p>  |

|   |   |
|---|---|
| <p>Unauthorised use of third-party telephones by your employees</p> | <p>If, during the <b>period of insurance</b> and as a result of <b>your business</b>, any of <b>your employees</b> uses a third-party's telephone system without authority, including any mobile or internet-based telephone network, and that party brings a claim against <b>you</b>, <b>we</b> will pay the sums <b>you</b> have to pay as compensation to such third-party, provided that <b>we</b> are notified within three months of the unauthorised use.</p>   |
| <p>Defective Premises Act</p>                                       | <p>If, during the <b>period of insurance</b>, <b>you</b> dispose of any premises in connection with <b>your business</b> and any party brings a claim against <b>you</b> under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975 or any similar or successor legislation, <b>we</b> will pay for the sums <b>you</b> have to pay as compensation. <b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p> <p><b>We</b> will not in any event make any payment for any:</p> <ol style="list-style-type: none"> <li>a. liability where <b>you</b> are entitled to cover under any other insurance;</li> <li>b. costs of remedying any actual or alleged defect, which if not remedied may result in a claim.</li> </ol>   |
| <p>Data Protection Act</p>  | <p><b>We</b> will indemnify <b>you</b> against <b>your</b> liability under Section 13 of the Data Protection Act 1998 in connection with personal data held by <b>you</b>, arising as a result of <b>your business</b> during the <b>period of insurance</b>, but <b>we</b> will not make any payment for any claim for the cost of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data.</p>  |
| <p>Motor contingent liability</p>                                   | <p>If any party brings a claim against <b>you</b> for <b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b> and arising from any mechanically propelled vehicle or its trailer being used in connection with <b>your business</b> within the <b>geographical limits</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will not make a payment for any motor contingent liability claim:</p> <ol style="list-style-type: none"> <li>1. arising from any mechanically propelled vehicle or its trailer which is:             <ol style="list-style-type: none"> <li>a. owned by <b>you</b>;</li> <li>b. loaned, leased hired or rented to <b>you</b>;</li> <li>c. provided by <b>you</b>;</li> <li>d. being driven by <b>you</b>.</li> </ol> </li> <li>2. for <b>property damage</b> to the mechanically propelled vehicle or its trailer or to any goods carried in or on the mechanically propelled vehicle or its trailer.</li> <li>3. arising from the mechanically propelled vehicle being driven by <b>you</b> when <b>you</b> do not hold a licence to drive the vehicle.</li> </ol> |
| <p>Personal representatives</p>                                     | <p>In the event of the death of any of <b>your</b> partners, directors or <b>employees</b>, <b>we</b> will indemnify the personal representatives of the deceased person against any claim, which falls within the scope of <b>What is covered</b>, in the same manner and to the same extent as <b>we</b> would have indemnified the deceased person, provided that the personal representatives observe, fulfil and adhere to the terms and conditions of this <b>policy</b> where they could reasonably be expected to do so.</p>  |
| <p>First aid</p>  | <p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of the actions of any <b>employee</b> administering first aid, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation. The amount <b>we</b> will pay will include <b>defence costs</b>.</p> <p><b>We</b> will not make any payment where anyone supplied to a client by <b>you</b> under contract who administers first aid is a medical practitioner.</p>   |
| <p><b>Additional cover</b></p>                                      |   |
| <p>Representation costs</p>   | <p><b>We</b> will pay legal fees incurred with <b>our</b> consent to represent <b>you</b> at any coroner's inquest or fatal accident enquiry in respect of any death directly relating to any actual or potential claim under this section.</p>   |
| <p>Court attendance compensation</p>                                | <p>If any of <b>your</b> partners, directors or <b>employees</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day that their attendance is required by <b>our</b> solicitor.</p>  |

## 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"> <li>1. loss of or damage to any property belonging to <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to:             <ol style="list-style-type: none"> <li>a. <b>employees'</b> or visitors' vehicles or effects while on <b>your</b> premises;</li> <li>b. premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your business</b>;</li> <li>c. premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement;</li> <li>d. loss of a third-party's keys or electronic pass cards.</li> </ol> </li> <li>2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, <b>drone</b>, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.             <p>This does not apply to:</p> <ol style="list-style-type: none"> <li>a. any <b>tool of trade</b>;</li> <li>b. the unauthorised movement by <b>you</b> or on <b>your</b> behalf on <b>your</b> premises of any mechanically propelled vehicles and their trailers;</li> <li>c. the loading or unloading of any vehicle off the highway;</li> <li>d. maintenance undertaken by persons supplied to a client by <b>you</b> under a contract;</li> <li>e. any claim covered under <b>What is covered</b>, Motor contingent liability.</li> </ol> </li> </ol> |
| Injury to employees                    | <ol style="list-style-type: none"> <li>3. <b>bodily injury</b> to any <b>employee</b>.</li> </ol>   |
| Pollution                              | <ol style="list-style-type: none"> <li>4.             <ol style="list-style-type: none"> <li>a.                 <ol style="list-style-type: none"> <li>i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or</li> <li>ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b>,                     <p>unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b>;</p> </li> </ol> </li> <li>b. any <b>pollution</b> occurring in the United States of America or Canada.</li> </ol> </li> </ol>  |
| Misuse of a computer system            | <ol style="list-style-type: none"> <li>5. any <b>misuse of a computer system</b> or transmission of a computer <b>virus</b>.</li> </ol>   |
| Professional advice                    | <ol style="list-style-type: none"> <li>6.             <ol style="list-style-type: none"> <li>a. designs, plans, specifications, formulae or advice prepared or given by <b>you</b> or <b>your employees</b> for a fee or where a fee would normally be payable; or</li> <li>b. <b>your</b> or <b>your</b> employees' failure to prepare or provide any designs, plans, specifications, formulae or advice for which a fee is payable or would normally be payable.</li> </ol> </li> </ol>   |
| Medical and veterinary treatment       | <ol style="list-style-type: none"> <li>7. <b>medical treatment</b>. This does not apply to any claim under <b>What is covered</b>, First aid.</li> </ol>  |
| Your products                          | <ol style="list-style-type: none"> <li>8. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts.</li> <li>9.             <ol style="list-style-type: none"> <li>a. any of <b>your products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b>.</li> <li>b. any <b>products</b> installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or <b>products</b>;</li> <li>c. any <b>products</b> relating to <b>drones</b> or self-balancing motorised scooters.</li> </ol> </li> </ol>  |

|                                      |   |
|--------------------------------------|---|
| Deliberate or reckless acts          | 10. any act, breach, omission or infringement <b>you</b> 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.  |
| War and nuclear                      | 11. <b>war or nuclear risks.</b>  |
| Asbestos                             | 12. <b>asbestos risks.</b> This does not apply to claims against <b>you</b> arising from unintended or unexpected exposure to asbestos, asbestos fibres or materials containing asbestos occurring during the <b>period of insurance</b> .<br><br>B. <b>We</b> 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.<br><br>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.<br><br>However, this does not apply to any claim which falls within the scope of <b>What is covered</b> and which is brought against any partner, director or <b>employee of yours</b> when they are acting on <b>your</b> behalf in a non-manual capacity while temporarily overseas anywhere in the world for a period of up to 14 consecutive days. |

**How much we will pay**

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

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

**Special limits**

|  |  |
|--|--|
| Products   | For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> .  |
| Pollution  | For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> .  |
| Claims brought in USA/Canada                                 | For claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> .   |
| Terrorism  | For claims arising from <b>terrorism</b> , the most <b>we</b> will pay is £2,000,000 each and every claim or any other amount specified in the schedule, whichever is the lower. <b>We</b> will also pay for <b>defence costs</b> .  |
| Criminal proceedings costs                                   | The most <b>we</b> will pay for the costs to defend criminal or regulatory actions or proceedings is the amount shown in the schedule. This applies to all actions and proceedings brought against <b>you</b> and <b>your</b> partners, directors and <b>employees</b> during the <b>period of insurance</b> . |
| 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 <b>we</b> will pay is the amount stated in the schedule for the total of all such claims and their <b>defence costs</b> .  |

**Additional cover**

|                      |  |
|----------------------|--|
| Representation costs | The most <b>we</b> 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 <b>period of insurance</b> . |
|----------------------|--|



Court attendance  
compensation

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

1. **your** partners, directors or senior managers: £500
2. any other **employee**: £250

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

Paying out the limit  
of indemnity

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

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## Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us**:
  - a. promptly of any claim or threatened claim against **you**.
  - b. as soon as practicable of:
    - i. **your** discovery that **products** are defective;
    - ii. any threatened criminal or regulatory action by any governmental, administrative or regulatory body.

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

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

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

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

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 **we** have suffered as a result.

Correcting problems

3. **You** must 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. **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.

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## Control of defence

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



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

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### Special definitions for this section

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

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### What is covered

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|----------------------------|---|
| Claims against you         | If any <b>employee</b> brings a claim against <b>you</b> for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of their work for <b>you</b> within the <b>geographical limits</b> , <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.<br><br>The amount <b>we</b> pay will include <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.  |
| Criminal proceedings costs | If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> or any of <b>your</b> partners, directors, <b>employees</b> or <b>overseas employees</b> during the <b>period of insurance</b> for any breach of health and safety statute or regulation, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> or such party. This includes proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 or any similar or successor legislation. |
| Indemnity to principals    | If, as a result of <b>your business</b> , any party brings a claim, which falls within the scope of <b>What is covered</b> , Claims against you, against any other party with whom <b>you</b> have entered into a contract or agreement in connection with <b>your business</b> and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such party that <b>we</b> would have made to <b>you</b> , provided that they:  |

## Marsh Commercial Umbrella employers' liability

### Policy wording

|   |   |
|---|---|
| <p>Indemnity to partners, directors and employees</p>       | <p>a. accept that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</p> <p>b. have not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</p> <p>c. give <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</p>   |
| <p>Unsatisfied court judgments</p>                          | <p>If as a result of <b>your business</b> any party brings a claim which falls within the scope of <b>What is covered</b> against any of <b>your</b> partners, directors, <b>employees</b> or <b>overseas employees</b>, <b>we</b> will treat such claim as if it were against <b>you</b> where <b>you</b> request <b>us</b> to do so.</p> <p>If any <b>employee</b> obtains a judgment for damages following <b>bodily injury</b> against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, <b>we</b> will pay to the <b>employee</b> at <b>your</b> request the amount of any unpaid damages and awarded costs provided that:</p> <p>a. the <b>bodily injury</b> is caused during the <b>period of insurance</b> and arises out of and in the course of his or her employment in <b>your business</b>; and</p> <p>b. <b>we</b> would have covered <b>your</b> liability if <b>you</b> had caused the <b>bodily injury</b>; and</p> <p>c. there is no appeal outstanding; and</p> <p>d. the <b>employee</b> assigns his or her judgment to <b>us</b>.</p> |
| <p>Personal representatives</p>                             | <p>In the event of the death of any of <b>your</b> partners, directors, <b>employees</b> or <b>overseas employees</b>, <b>we</b> will indemnify the personal representatives of the deceased person against any claim which falls within the scope of <b>What is covered</b>, Claims against you, or <b>Additional cover</b>, Residual employers' liability for overseas employees, 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 <b>policy</b> where they could reasonably be expected to do so.</p>   |
| <p>First aid</p>  | <p>If any <b>employee</b> or <b>overseas employee</b> brings a claim against <b>you</b> for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of actions of any other <b>employee</b> or <b>overseas employee</b> administering first aid, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation. The amount <b>we</b> pay will include <b>defence costs</b>.</p> <p><b>We</b> will not make any payment where the <b>employee</b> or <b>overseas employee</b> administering first aid or medical arrangements is a medical practitioner who is supplied to a client by <b>you</b> under contract.</p>  |
| <p><b>Additional cover</b></p>                              |   |
| <p>Residual employers' liability for overseas employees</p> | <p><b>We</b> will indemnify <b>you</b> up to the limit of indemnity against the sums <b>you</b> have to pay as compensation for <b>bodily injury</b> occurring during the <b>period of insurance</b> to an <b>overseas employee</b> arising out of their work for <b>you</b>. The amount <b>we</b> pay will include <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this additional cover.</p> <p><b>We</b> will also pay any amount for which <b>you</b> are liable arising from the exercise of rights of recovery against <b>you</b> by any state social security or similar scheme of an <b>overseas territory</b> following <b>bodily injury</b> to an <b>overseas employee</b> occurring during the <b>period of insurance</b>.</p>  |
| <p>Representation costs</p>                                 | <p><b>We</b> will pay legal fees incurred with <b>our</b> consent to represent <b>you</b> at any coroner's inquest, fatal accident enquiry or similar judicial process in an <b>overseas territory</b> in respect of any death directly relating to any actual or potential claim under this section.</p>   |
| <p>Court attendance compensation</p>                        | <p>If any of <b>your</b> partners, directors, <b>employees</b> or <b>overseas employees</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day, that their attendance is required by <b>our</b> solicitor.</p>  |

### What is not covered

- A. **We** will not make any payment for:
1. any claim or loss directly or indirectly due to:
    - a. any **bodily injury** caused to any of **your employees** or **overseas employees** while they are offshore. An **employee** or **overseas 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. any **bodily injury** to any **employee** or **overseas employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.
  2. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.  
However, this does not apply to any claim which falls within the scope of What is covered, Additional cover, Residual employers' liability for overseas employees.
  3. any claim which falls within the scope of What is covered, Additional cover, Residual employers' liability for overseas employees where:
    - a. **you** have failed to comply with any legislation requiring the provision of compulsory insurance under any employers' liability, workers' compensation or disability benefits laws or any similar or successor legislation for **your overseas employees** in the **overseas territory** where they are working for **you**; or
    - b. **we** are legally unable to pay a claim.

### How much we will pay

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

All claims, losses and **defence costs** relating to one or more **employees** or **overseas employees** which arise from any one incident or event will be regarded as one claim. This includes such claims, losses and **defence costs** arising after, as well as during, the **period of insurance**, but does not include criminal proceedings costs.

### Special limits

- Terrorism  
The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount shown in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.
- Criminal proceedings costs  
**We** will pay up to the amount shown in the schedule for the costs to defend criminal or regulatory actions or proceedings. This applies to all actions and proceedings brought against **you** and **your** partners, directors, **employees** and **overseas employees** during the **period of insurance**.

### Additional cover

- Overseas employees  
Where **your** legal liability for **bodily injury** to **overseas employees** is compulsorily insurable in the **overseas territory** under any employers' liability, workers' compensation or disability benefits laws or any similar or successor legislation, **we** will indemnify **you** in respect of those amounts only, for which **you** are liable in excess of:
  1. the limit of indemnity provided by the employers' liability or workers' compensation policy arranged by **you** in the **overseas territory**; or
  2. the applicable minimum limit required by legislation in the **overseas territory** where the **bodily injury** occurred,
- 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**.

Court attendance  
compensation

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

1. **your** partner or director £500
2. any other **employee** or **overseas employee** £250

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

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**Your obligations**

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

1. employer name; and
2. full address of employer including postcode; and
3. HMRC Employer Reference Number (ERN).

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

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

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

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us**:
  - a. promptly of anything which may give rise to a claim under this section;
  - b. as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.

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

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

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

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

2. When dealing with **your employee** or **overseas 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, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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**Control of defence**

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

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**Compulsory  
insurance clause**

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries.

**You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law. However, this does not apply to any payments for which **we** are liable under What is covered, Additional cover, Residual employers' liability for overseas employees.

**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:

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

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

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**Special definitions for this section**

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

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**What is covered**

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

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**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.

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**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**.

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**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**.