

Hiscox Insurance
Your policy wording



Hiscox Insurance

Policy wording

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Policy wording

Introduction

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

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

Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

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

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

Our promise to you

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



Ben Horton

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

Complaints procedure

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

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

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

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

Address:
Financial Ombudsman Service
Exchange Tower

London E14 9SR

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

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

Website: www.financial-ombudsman.org.uk

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

General terms and conditions

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

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

- If you fail to make a fair presentation
2. a. If **we** establish that **you** deliberately or recklessly failed to present the risk to **us** fairly, **we** may treat this **policy** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.
 - b. If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:
 - i. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or
 - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.
- Change of circumstances
3. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy** (a material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance). **We** may then change the terms and conditions of this **policy** or cancel it in accordance with the cancellation condition.
- If you fail to notify us of a change of circumstances
4. a. If **we** establish that **you** deliberately or recklessly failed to:
 - i. notify **us** of a change of circumstances which may materially affect the **policy**; or
 - ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing us with information in relation to a change of circumstances;

we may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.
 - b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:
 - i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
 - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.
- Reasonable precautions
5. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair. **We** will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.
- Premium payment
6. **We** will not make any payment under this **policy** until **you** have paid the premium.
- Cancellation
7. **You** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium:
 - a. under £20; or
 - b. if **we** have accepted any notification of any claim, potential claim or loss before the cancellation takes effect.

If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this

event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

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

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

- Your obligations 1. **We** will not make any payment under this **policy** unless **you**:

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

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

Fraud

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

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

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

General exclusions

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

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

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

Medical malpractice

Policy wording

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

Special definitions for this section

Abuse or molestation	<ol style="list-style-type: none">1. Physical, mental or financial abuse, assault, battery, mistreatment or maltreatment;2. sexual exploitation or any actual or attempted sexual relations, sexual contact or intimacy;3. discrimination, victimisation, harassment, voyeurism, invasion of privacy or any use or distribution of images, in whatever manner, without the consent of any person shown; or4. any other act of a sexual nature or undertaken with a sexual motive.
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in your schedule.
Bodily injury	Death, or any bodily injury, illness or disease or mental injury.
Business activity(ies)	The activities stated in your schedule, or proposal form, or in material written representations agreed by us , which you perform in the course of your business .
Claim	Any written assertion of liability, any written demand for compensation, or any written demand for injunctive relief first made against you within the applicable courts .
Client	Any person or entity with whom you have engaged or contracted to provide services or deliverables that expressly fall within your business activity .
Defence costs	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim , but not including any overhead costs, general business expenses, salaries, or wages incurred by you or any other person or entity entitled to coverage under this section.
Malpractice	Any bodily injury, mental injury, illness, disease or death of any patient caused by any negligent act, error or omission committed by you : <ol style="list-style-type: none">1. in the performance of a business activity; or2. in the course of a samaritan act.
Pollutants	Any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance or contaminant, including but not limited to asbestos, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Such waste includes, but is not limited to materials to be recycled, reconditioned or reclaimed.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation, radio waves and any pollutants .
Potential claim	Anything which may lead to a claim covered under this section.
Retroactive date	The date stated as the retroactive date in your schedule.
Samaritan act	Emergency medical treatment administered by you at the scene of a medical emergency at which you are present either by chance or in response to an S.O.S. call.
United Kingdom	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar.
You/your	The insured named in your schedule. This shall also include any person who was, is or during the period of insurance becomes your director, partner, senior manager or officer in actual control of your operations, employee, member of the ethics committee or volunteer performing activities in the ordinary course of your business .

What is covered

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

1. **malpractice**;
2. negligence or breach of a duty of care;
3. dishonesty of any individual falling within the definition of **you** or any self-employed freelancers, sub-contractors or outsourcers directly contracted to **you** and under **your** supervision;
4. breach of confidentiality or any infringement or violation of any right to privacy;
5. defamation; or
6. 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, including **your** liability for any claimants' legal costs and expenses.

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

Additional cover

Inquest representation costs At **your** request, **we** will pay **your** reasonable costs to represent **you** at a coroner's inquest arising out of the death of any patient of **your**s.

We will only pay these costs:

1. if the costs relate directly to any **claim** or **potential claim** covered under this section;
2. if the payment of such costs is likely in our reasonable opinion, to reduce the amount of any **claim** or **potential claim**; and
3. **you** have **our** prior written agreement before such costs are incurred.

Any payment **we** make in respect of inquest representation costs is included within, and not in addition to, the limit of indemnity for this section.

Avoiding a potential claim against you

If:

1. **your client** has reasonable grounds for being dissatisfied with the work **you** have done or which has been done on **your** behalf and refuses to pay for any or all of it, including amounts **you** legally owe to self-employed freelancers, sub-contractors or outsourcers at the date of the refusal;
2. **your client** threatens to bring a **claim** against **you** for more than the amount owed and **we** are satisfied that the threatened **claim** has reasonable prospects of success; and
3. **we** believe that it may be possible to settle the dispute with the **client** by **your** agreeing not to press for the disputed amount,

we may, at **our** discretion, pay **you** the amount owed to **you** over and above the **excess**. If **we** do, **you** must agree not to press **your client** for the disputed 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** may pay the amount owed to **you** at that time, over and above the **excess**.

If a **claim** is still brought, **we** will deal with it but **our** total payment, including what **we** have already paid **you** or paid on **your** behalf, will not exceed the applicable limit of indemnity stated in **your** schedule. **You** must return the amount **we** have paid if **you** eventually recover the debt, less **your** reasonable expenses.

Once **we** agree to make any payment above, **you** will assign to **us** such rights as **you** have in relation to the amounts owed to **you**.

We will not make any payment for any money owed to **you** if the **claim** or threatened **claim**, or part of the **claim** or threatened **claim**, is not covered by this section.

Your own losses

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

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

- A. **We** will not make any payment for any **claim** or loss, or part of a **claim** or loss, directly or indirectly due to:
- Matters specific to your business
1. any actual or alleged **abuse or molestation** by anyone.
 2. **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.
 3. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
 4. **pollution**.
 5. or contributed to by, resulting from or in connection with any:
 - a. **cyber attack**;
 - b. **hacker**;
 - c. **social engineering communication**;
 - d. **computer or digital technology error**;
 - e. any fear or threat of 5.a. to 5.c. above; or
 - f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.e. above.
 6. **your** liability under any contract which is greater than the liability **you** would have at law without the contract, unless **our** prior written agreement has been obtained.
 7. activities carried out in the name of a consortium, joint venture or profit-sharing scheme in which **you** are a party, unless our **prior** written agreement has been obtained.
- Trademarks, patents and false advertising
8. any actual or alleged:
 - a. act of passing-off, unauthorised use of another's trademark, name or logo;
 - b. false or misleading advertising; or
 - c. breach of any patent.
- Matters insurable elsewhere
9. any **bodily injury** suffered by anyone, other than as a result of **malpractice**.
 10. 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.
 11. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.
 12. the loss, damage or destruction of any tangible property. However this exclusion does not apply to any loss directly arising from any tangible document where covered under **What is covered**, **Your own losses**, Loss of documents.
 13. any personal liability incurred by any individual falling within the definition of **you** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, other than when performing a **business activity** for a **client**, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
 14. any liability or breach of any duty or obligation owed to **you** or **your** shareholders by any of **your** directors, officers, trustees or board members, including but not limited to any:
 - a. allegation of insider trading;
 - b. breach of any duty of corporate loyalty;

- c. liability for any statement, representation or information concerning **you** or **your business** contained in **your** accounts, reports, financial statements, or **your** advertising or branding.
15. or resulting from **your** use, application, supply, manufacture, sale, installation or maintenance of any product, including any **claim** or loss arising out of a failure of any product to fulfil the purpose for which it was intended.
- This exclusion does not apply in respect of any **claim** for actual or alleged **malpractice** arising directly from the application or preparation of any medicinal or pharmaceutical products, provided that such products:
- are not defective; and
 - have been approved and certified for use by an applicable regulatory or licensing authority.
- Deliberate, reckless or dishonest acts
16. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any **claim** under the dishonesty cover in '**What is covered**, Claims against you', but **we** will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.
- Intoxication
17. the performance of any activity by **you** while **you** are under the influence of intoxicants or narcotics.
- Regulatory proceedings or claims
18. any criminal, regulatory, disciplinary or other professional misconduct proceedings, **claims** or investigations brought against **you** or conducted by any governmental, administrative or regulatory body.
- Guarantees or warranties
19. any guarantees, promises or warranties **you** make with regard to the outcome of any treatment or services **you** provide or any product **you** supply or apply in the course of **your business**.
- Pre-existing problems
20. anything, including any **potential claim** or any actual or alleged shortcoming in **your** work, which may lead to a **claim** or loss, which **you** knew or ought reasonably to have known about before the commencement of the **period of insurance**.
- Asbestos
21. **asbestos risks**.
- Perfluoroalkyl and polyfluoroalkyl substances
22. or contributed to by, resulting from or in connection with any:
- perfluoroalkyl or polyfluoroalkyl substances;
 - fear or threat of 22.a. above; or
 - action taken in controlling, preventing, suppressing, responding or in any way relating to 22.a. or 22.b. above.
- Terrorism, civil commotion, war or nuclear risks
23. or contributed to by, resulting from or in connection with any:
- terrorism**;
 - civil commotion**, strike or industrial action;
 - war**;
 - nuclear risks**;
 - fear or threat of 23.a. to 23.d. above; or
 - action taken in controlling, preventing, suppressing, responding or in any way relating to 23.a. to 23.e. above.
- If there is any dispute between **you** and **us** over the application of 23.a. or 23.b. above, it will be for **you** to show that the exclusion does not apply.
- Communicable disease
24. or contributed to by, resulting from or in connection with:
- influenza A (H5N1) (also known as 'avian flu' or 'bird flu');
 - influenza A (H1N1) (also known as 'swine flu');
 - coronavirus disease (COVID-19);
 - severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - variation, strain, virus, complex or syndrome that is related to anything in 24.a. to 24.d. above;

- f. fear or threat of 24.a. to 24.e. above; or
- g. action taken in controlling, preventing, suppressing or in any way relating to or responding to 24.a. to 24.f. above.

However, exclusion 24.c does not apply to any special limit stated in **your** schedule for **claims** arising from coronavirus disease (COVID-19) or any related variation, strain, complex or syndrome.

25. or contributed to by, resulting from or in connection with any:

- a. **communicable disease**;
- b. fear or threat of any **communicable disease**; or
- c. action taken to control, prevent, suppress or in any way relating to or responding to any such **communicable disease**,

which has led to any:

- i. full or partial imposition of quarantine or restriction in the movement of people or animals, including any shelter in place or stay at home order or instruction; or
- ii. travel advisory, warning or restriction,

being issued or imposed by any local, regional, national or international government, body, state, authority, agency or any other competent body, authority or official.

However, this exclusion does not apply to any special limit stated in **your** schedule for **claims** arising from coronavirus disease (COVID-19) or any related variation, strain, complex or syndrome.

Infrastructure failure

26. or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, cloud services provider, telecommunications provider, utilities supplier or other infrastructure provider.

Personal data

27. any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

However, this does not apply to any covered **claim** or part of a covered **claim** made against **you** by a **client** which arises directly from **your** performance of a **business activity** for a **client**. The most **we** will pay in relation to any such covered **claims** is the Special Limit stated in **your** schedule for personal data claims.

Corporate confidential information

28. any actual or alleged negligent or intentional misuse, unauthorised disclosure, dissemination or improper use of corporate confidential information, including but not limited to trade secrets, financial data, client lists, marketing strategies, proprietary technology, or any other sensitive information which **you** are legally required to keep confidential.

Confiscation

29. **confiscation**.

Opioids

30. a. the prescription of any opioids, opioid products or products derived from or containing opium or opiates, unless the decision to issue such prescription was:

i. based on a recent in-person consultation as part of **your business activities**; and

ii. taken in accordance with all legislation, regulation and guidance applicable to the prescription or use of such opioids, opioid products or products derived from or containing opium or opiates.

b. **your** use of opioids, opioid products or products derived from or containing opium or opiates on a **client**, unless such use is in accordance with all legislation, regulation and guidance applicable to the prescription or use of such opioids, opioid products or products derived from or containing opium or opiates.

Treatment of minors

31. any **business activity** performed on or attended by a minor who is aged 16 or younger, unless:

a. their parent or guardian gives their prior written consent; and

b. i. their parent or guardian is in attendance during the appointment; or

- ii. their parent or guardian gave their prior written consent not to be in attendance.

However, this exclusion will only apply if **you** are required by any applicable legislation, regulation or guidance issued by the relevant governing body to obtain consent from such minor's parent or guardian for the relevant **business activity**.

Biometric and genetic information	32. or contributed to by, resulting from or in connection with any actual or alleged failure to comply with any federal, state or local law of the United States of America or any federal, provincial, territorial or local law of Canada relating to the collection, processing, storage, or use of biometric data, biometric identifiers, biometric information, or genetic information, including, but not limited to the California Invasion of Privacy Act (CIPA), the Illinois Biometric Information Privacy Act (BIPA), the Texas Capture or Use of Biometric Identifier Act (CUBI), the Washington Biometric Identifiers Act, and the Genetic Information Privacy Act (GIPA) or any related, similar or successor legislation or regulation.
Claims brought by a related party	<p>B. We will not make any payment for:</p> <ol style="list-style-type: none"> 1. any claim brought by any person or entity falling within the definition of you or any party with a financial, executive or managerial interest in you, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of your business activities.
Restricted recovery rights	2. that part of any claim where your right of recovery is restricted by any contract, unless our prior written agreement has been obtained to that contract.
Consequential loss	3. your lost profit, mark-up or liability for VAT or its equivalent.
Trading loss	4. any trading loss or trading liability including those arising from the loss of any client , account or business.
Non-compensatory payments	5. fines and contractual penalties, aggravated, punitive or exemplary damages or 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	6. any claim , including arbitration, brought outside the applicable courts . This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts .

How much we will pay The most **we** will pay for the total of all **claims**, losses and **defence costs** is the single limit of indemnity stated in **your** schedule, irrespective of the number of **claims**.

You must pay any relevant **excess** stated in **your** schedule.

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

Special limits

Coronavirus (COVID-19) For any **claim** or part of a **claim** due to, contributed to by, resulting from or in connection with coronavirus (COVID-19) or any related variation, strain, complex or syndrome, the most **we** will pay is the amount stated in **your** schedule for the total of all such **claims**, including **defence costs**, which is included within, and not in addition to, the overall limit of indemnity for this section.

Personal data claims The most **we** will pay for the total of all **claims** or parts of **claims** against **you** by a **client** including **defence costs**, which arise directly from **your** performance of a **business activity** for that **client** relating to **personal data** is the relevant amount stated in **your** schedule, which is included within, and not in addition to, the overall limit of indemnity for this section.

Loss of documents For **your** own losses arising from a loss of **your** documents, the most **we** will pay to restore or replace any lost, damaged or destroyed document is the amount stated in **your** schedule

for the total of all such losses, which is included within, and not in addition to, the overall limit of indemnity for this section.

Your obligations

- Notification of claims
1. **We** will not make any payment under this section unless **you** notify **us** as soon as possible within the **period of insurance**, or at the latest within 14 days after the end of the **period of insurance** in relation to any problem **you** first become aware of in the seven days before expiry, of the following:
 - a. any **claim** made against **you**;
 - b. **potential claims** under this section. Such notification must to the fullest extent possible identify the particulars of the **potential claim**, including identifying any potential Claimant, the likely basis for liability, the likely demand for relief and any additional information about the **potential claim** that **we** reasonably request. If such a **potential claim** notification is made to **us** then **we** will treat any **claim** arising from the same particulars as that notification as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **period of insurance** has expired;
 - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any individual falling within the definition of **you**, or any self-employed freelancer, sub-contractor or outsourcer has acted dishonestly within the **period of insurance**.

2. **You** must:

- Not admitting liability
- a. not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement;
- Our rights of recovery
- b. ensure that **our** rights of recovery, including but not limited to any subrogated rights of recovery against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts;
- Not reveal the amount of cover
- c. not reveal the amount of cover available under this insurance or the terms of **your policy**, unless:
 - i. **you** had to give those details when negotiating a contract with **your** client (including negotiating any request for proposal), provided that the contract contains appropriate confidentiality obligations to limit or prevent wider disclosure;
 - ii. **you** are required by law or a regulator or are compelled to do so by a court; or
 - iii. **you** otherwise have **our** prior written agreement.

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

When carrying out your business activities

You must:

- Record keeping
3.
 - a. maintain accurate descriptive records of:
 - i. the results of each patch test performed on a **client** in relation to the application of a product, as required in accordance with the manufacturer's instructions or guidelines;
 - ii. all professional services and equipment used in procedures; and
 - b. retain such records for a period of at least six years from the date of treatment and, in the case of a minor, for a period of at least six years after that minor attains majority, and make all such records available for inspection and use by **us** or **our** duly appointed representatives.
- Registration requirements
4.
 - a. ensure that all nurses performing a **business activity** maintain registration with the Nursing and Midwifery Council;
 - b. ensure that all Registered Medical Practitioners performing a **business activity** maintain:
 - i. registration with the General Medical Council or Irish Medical Council; and
 - ii. membership of a Medical Defence Organisation and the category of such membership is applicable to all services offered or provided by **you**, or are otherwise fully insured for their own malpractice, professional errors, omissions and negligence;

- c. ensure that, where relevant, all other individuals performing a **business activity** maintain registration with their relevant council, governing body or other legally empowered body.
- Products
- 5. a. take reasonable steps to ensure that in respect of any third-party manufactured products **you** have supplied, sold or applied as part of **your business activities**, that such products:
 - i. complied with all relevant health and safety regulations and standards in the European Union or the **United Kingdom** at the time they were supplied by **you**;
 - ii. were supplied with any instructions which were necessary for the product's safe use;
 - iii. were fit and proper for their supplied purpose;
 - iv. were entirely made within the European Union or the **United Kingdom** or **you** have sourced the product from a supplier within the European Union, the **United Kingdom** and **you** have a written contract or proof of sale for the product; and
 - v. were sourced from a reputable, solvent supplier that has appropriate product liability insurance in place.

You must also ensure that:

- Qualification checks
- 6. any **business activity** performed by **you** or on **your** behalf is performed by a person who:
 - a. is appropriately qualified in accordance with the guidelines of **your** professional or regulatory body;
 - b. has received suitable and up-to-date training in accordance with the guidelines of **your** professional or regulatory body; and
 - c. where it is a requirement, is registered with a recognised industry regulatory body, within the European Union or the **United Kingdom**.
- Photographs and videos of clients
- 7. **you** obtain permission from **your clients** prior to using any photographs or videos that are used on **your** website.

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 **claim** arising or the loss occurring or the amount of the **claim** or loss.

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 or any part of a **claim**.

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

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

Partially covered claims **We** will not pay any part of a **claim** and its associated costs which is not covered by this section.

If a **claim** is made which is:

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

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

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

Payment of full limit of indemnity **We** have no further duty to indemnify **you** against any **claim** where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity.

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

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

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

Public and products liability (Office, workspace and professions)

Policy wording

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

Special definitions for this section

- Abuse or molestation**
1. Physical, mental or financial abuse, assault, battery, mistreatment or maltreatment;
 2. sexual exploitation or any actual or attempted sexual relations, sexual contact or intimacy;
 3. discrimination, victimisation, harassment, voyeurism, invasion of privacy or any use or distribution of images, in whatever manner, without the consent of any person shown; or
 4. any other act of a sexual nature or undertaken with a sexual motive.
- Abuse or molestation retroactive date** The date stated as the retroactive date in the Abuse or molestation cover section of **your** schedule.
- Activities** Any activities **you** have declared to **us** and which are stated in the Business field of **your** schedule.
- The following are also included where they are incidental to such activities:
1. the maintenance of property or premises owned or occupied by **you**;
 2. the provision or management of:
 - a. canteen, social, sports, education or welfare organisations; or
 - b. first aid or security services,for the benefit of **your employees**; and
 3. attendance at conferences and promotional events within the **geographical limits** which directly relate to **your** activities.
- Bodily injury** Death, or any bodily injury, illness, disease or mental injury.
- Defence costs** Costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**.
- Denial of access** Nuisance, trespass or interference with any legal right:
1. to access or use land or water; or
 2. of air or light.
- Drone** Any remotely controlled un-manned aerial vehicle and any accessories used with such craft.
- Employee** Any person working for **you** in connection with **your activities** who is:
1. employed by **you** under a contract of service or apprenticeship;
 2. hired to or borrowed by **you**;
 3. self-employed or working on a labour-only basis under **your** control or supervision;
 4. engaged by labour-only sub-contractors;
 5. a labour master or a person supplied by them;
 6. engaged under a work experience or training scheme; or
 7. a voluntary worker engaged with **your** permission.
- Inefficacy** The failure of any of **your products** to perform the function or serve the purpose for which it was intended.
- Personal injury**
1. False arrest, detention or imprisonment;

2. malicious prosecution; or
3. wrongful entry into, or eviction of a person from, a room, dwelling or premises which they occupy.

Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods which are: <ol style="list-style-type: none"> 1. sold, supplied, distributed, manufactured, constructed, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you; and 2. not in your care, custody or control at the time of any occurrence giving rise to a claim under this section of your policy.
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Land-based mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
United Kingdom	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
You/your	The insured named in your schedule. This also includes any person who was, is or during the period of insurance becomes your director, partner, trustee, committee member, senior manager or officer in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your activities, any party brings a claim against you for:</p> <ol style="list-style-type: none"> 1. bodily injury, other than abuse or molestation, or property damage occurring during the period of insurance; or 2. personal injury or denial of access committed during the period of insurance, <p>we will indemnify you against the sums you have to pay as compensation, including your liability for any claimants' legal costs and expenses. This includes a claim against any employee when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Abuse or molestation claims	<p>If, as a result of your activities, any party brings a claim against you during the period of insurance for abuse or molestation committed after the abuse or molestation retroactive date, we will indemnify you against the sums you have to pay as compensation. This includes a claim against any employee when they are acting on your behalf in whatever capacity.</p> <p>However, we will not in any event provide cover:</p> <ol style="list-style-type: none"> 1. in respect of any allegation of slavery or people trafficking; or 2. to any party who commits, condones or ignores any abuse or molestation. <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners, trustees, committee members, employees or the spouse, domestic or civil partner of any such person against legal liability as a result of bodily injury, property damage or personal injury, which falls within the scope of What is covered, Claims against you, and which is incurred in a personal capacity while temporarily outside the United Kingdom. However, we will not make any payment where such liability:</p> <ol style="list-style-type: none"> 1. arises out of: <ol style="list-style-type: none"> a. any loss of a third party's key or electronic pass card; b. any failure to secure a third party's premises; c. the ownership or occupation of land or buildings; or

2. is covered by any other insurance.

Claims against principals

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

1. named third party as stated in the Public and products liability section of **your** schedule; or
2. other third party with whom **you** have entered into a contract or agreement in connection with **your activities**,

and **you** would have been liable for that claim had it been brought against **you**, **we** will treat such claim as if it had been made against **you** and make the same payment to the party stated in 1. or 2. above which **we** would have made to **you**, provided that the party stated in 1. or 2. above:

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

Cross liabilities

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

Loss of third party keys

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

Failure to secure third party premises

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

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

Unauthorised use of third party telephones by your employees

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

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

Defective Premises Act

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

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

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

Additional cover

Representation costs

At **your** request, **we** will pay **your** reasonable costs to:

1. defend **you** or any **employee** if any governmental, administrative or regulatory body brings any criminal action against **you** or such **employee** for any breach of statute or regulation;
2. represent **you** or any **employee** at any properly constituted external investigation, inquiry or professional disciplinary proceeding, including representation at a coroner's inquest or equivalent; and

3. assist **you** or any **employee** in responding to a request made by a coroner or equivalent, the police or a member of the judiciary for documentation or other assistance,

within the **United Kingdom**. This includes any related appeal which **we** consider has reasonable prospects of success.

We will only pay these costs:

- a. if the costs relate directly to any actual or potential claim covered under this section;
- b. if the payment of such costs is likely, in **our** reasonable opinion, to reduce the amount of any actual or potential claim;
- c. if **you** have **our** prior written agreement before such costs are incurred; and
- d. up to the date of any admission by or final adjudication against **you** or the relevant **employee** that any breach of statute or regulation occurred.

However, **we** will not in any event pay any representation costs for any **employee** bringing a claim under this section.

Court attendance compensation

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

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

- | | |
|--|---|
| Property for which you are responsible | <p>A. We will not make any payment for any claim or part of a claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> 1. property damage to any item belonging to you or which at the time of the loss, damage or destruction is in your care, custody or control. This does not apply to: <ol style="list-style-type: none"> a. vehicles or personal effects belonging to your employees or visitors, while on your premises; b. premises, including their contents, fixtures and fittings, which are not owned or rented by you, where you are temporarily carrying out your activities; c. premises, including their contents, fixtures and fittings, which are rented to you, unless you are obliged by lease or other agreement to maintain property insurance cover in respect of these; d. property belonging to your clients or customers, provided that the loss or damage to such property occurs while it is in the process of being installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you; or e. loss of a third party's keys or electronic pass cards. |
| Vehicles and craft | <ol style="list-style-type: none"> 2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, drone, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters), electric or motorised scooter or cycle, hoverboard or any mechanically propelled vehicle or its trailer. <p>This does not apply to:</p> <ol style="list-style-type: none"> a. any tool of trade; or b. the loading or unloading of any vehicle off the highway. |
| Injury to employees | <ol style="list-style-type: none"> 3. bodily injury to any: <ol style="list-style-type: none"> a. employee; or b. person supplied by you to a client under contract which occurs anywhere other than at your premises. |
| Defamation and intellectual property | <ol style="list-style-type: none"> 4. <ol style="list-style-type: none"> a. defamation, including but not limited to libel, slander, trade libel, product disparagement and malicious falsehood; or b. any infringement of intellectual property rights including but not limited to copyright, trademark or moral rights or any act of passing-off. |
| Personal data | <ol style="list-style-type: none"> 5. any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data. |

- Confidential corporate information 6. any actual or alleged negligent or intentional misuse, unauthorised disclosure, dissemination or improper use of corporate confidential information, including but not limited to trade secrets, financial data, client lists, marketing strategies, proprietary technology, or any other sensitive information which **you** are legally required to keep confidential.
- Pollution 7. a. i. any **pollution**; or
 ii. any **bodily injury** or **property damage** directly or indirectly caused by any **pollution**,
 unless the **pollution** is caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**; or
 b. any **pollution** occurring in the United States of America or Canada.
- Cyber incidents 8. or contributed to by, resulting from or in connection with any:
 a. **cyber attack**;
 b. **hacker**;
 c. **social engineering communication**;
 d. **computer or digital technology error**;
 e. any fear or threat of 8.a. to 8.c. above; or
 f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 8.a. to 8.e. above.
- Professional advice 9. the provision or preparation of, or the failure to provide or prepare any:
 a. technical drawing, blueprint or plan;
 b. design, specification or formula;
 c. **program** or automated system; or
 d. instruction, training, direction or advice,
 by **you** or on **your** behalf.
 However, this exclusion does not apply to any accompanying printed safety advice relating to **your products**.
- Treatment, care, diagnosis or prescription 10. a. the provision of or failure to provide any treatment, remedy, therapy or care of a person or animal, other than the provision of first aid to a person in connection with **your activities**;
 b. the medical, dental or veterinary diagnosis of or failure to diagnose any person or animal;
 c. the prescription of or failure to prescribe any drug or medicine; or
 d. the administration of or failure to administer any drug, medicine, vaccination or any medical, dental or veterinary test.
- Tour operator's liability 11. any of **your activities** where **you** are deemed in law to be liable, solely as a result of:
 a. the Package Travel and Linked Travel Arrangements Regulations 2018;
 b. any similar or successor legislation; or
 c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.
- Product recall 12. the costs of recalling, removing, repairing, reconditioning or replacing any **product** or any of its parts.
- Your products 13. any **products**:
 a. classed as aircraft, **drones**, missiles, spacecraft or any other aerial device, including any associated ground support or control equipment;
 b. installed in aircraft, **drones**, missiles, spacecraft or any other aerial device, or which are used in connection with such items;
 c. used as tooling in the manufacture of aircraft, **drones**, missiles, spacecraft or any other aerial device, including ground-handling tools and equipment;

- d. i. classed as; or
 - ii. designed for use in and which affect the driving or riding capabilities of, any vehicle, scooter or cycle where such item has an integral source of power to enable movement or operation;
 - e. designed for medical purposes and which are permanently implanted into the human body; or
 - f. i. classed as cigarettes, e-cigarettes, cigars, e-cigars or vapes; or
 - ii. which contain, use or are derived from tobacco or nicotine, including any related by-products.
- Opioids 14. or contributed to by, resulting from or in connection with the use, sale, promotion, manufacture, supply, distribution, delivery, transport, transfer, possession or prescription of any opioid, opioid product or product derived from or containing opium or opiates.
- Inefficacy 15. **inefficacy.**
- Deliberate or reckless acts 16. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
- Placed personnel 17. the actions of any person supplied by **you** to a client under contract.
- Railways and aircraft 18. the operation, maintenance or construction of any:
 - a. railway, rail track, rail signalling or rolling stock; or
 - b. aircraft, **drone**, missile, spacecraft or any other aerial device.
- Contracts 19. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
- Terrorism, civil commotion, war or nuclear 20. or contributed to by, resulting from or in connection with any:
 - a. **terrorism**;
 - b. **civil commotion**, strike or industrial action;
 - c. **war**;
 - d. **nuclear risks**;
 - e. fear or threat of 20.a. to 20.d. above; or
 - f. action taken in controlling, preventing, suppressing, responding or in any way relating to 20.a. to 20.e. above.

If there is any dispute between **you** and **us** over the application of 20.a. or 20.b. above, it will be for **you** to show that the exclusion does not apply.
- Confiscation 21. **confiscation.**
- Asbestos 22. **asbestos risks.**
- Perfluoroalkyl and polyfluoroalkyl substances 23. or contributed to by, resulting from or in connection with any:
 - a. perfluoroalkyl or polyfluoroalkyl substances;
 - b. any fear or threat of 23.a. above; or
 - c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 23.a. or 23.b. above.
- Restricted recovery B. **We** will not make any payment for:
 - 1. that part of any claim where **your** right of recovery is restricted by any contract.
- Non-compensatory payments 2. any fines, penalties, punitive or exemplary damages, or compensation ordered or awarded by a criminal court.
- Claims outside the applicable courts 3. any claim, including arbitration, brought outside the countries stated in the Applicable courts field of the Public and products liability section of **your** schedule. This also applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or

award from outside the countries stated in the Applicable courts field of the Public and products liability section of **your** schedule.

- Geographical limits 4. any claim brought against **you** or representation costs arising from any:
- a. **activities** carried out by **you** or on **your** behalf; or
 - b. **bodily injury** or **property damage** arising from any **products** which occurs, in any country outside the **geographical limits**.
- Excess 5. the amount of any **excess**.

How much we will pay

We will pay up to the limit of indemnity stated in **your** schedule for each and every claim or loss, unless limited below or in **your** schedule. **We** will also pay for **defence costs** in addition to the limit of indemnity stated in **your** schedule.

However, if a payment greater than the limit of indemnity has to be made for a 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 amount of any **excess** stated in **your** schedule for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing breach of duty in connection with **your activities** will be regarded as one claim.

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 such claims or their **defence costs**.

Special limits

Abuse or molestation For claims brought against **you** for **abuse or molestation**, the most **we** will pay is the amount stated in **your** schedule for the total of all such claims and their **defence costs**.

Products For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**.

Pollution For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount stated in **your** schedule.

Claims brought against you in USA or Canada If it is stated in **your** schedule that cover is provided for claims brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**.

Unauthorised use of third party telephones by your employees The most **we** will pay for the total of all claims and their **defence costs** arising from the unauthorised use of a third party's telephone system is the amount stated in **your** schedule.

Additional cover

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

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

Your obligations

- Notification of claims A. **We** will not make any payment under this section unless **you** notify **us**:
1. as soon as possible and in any event within seven days of:
 - a. a claim or anything which may give rise to a claim for or arising out of **bodily injury** or **abuse or molestation**;
 - b. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any director, partner, trustee, committee member or **employee** has committed **abuse or molestation**; or
 - c. anything which may give rise to a request for **us** to pay representation costs under **What is covered**, **Additional cover**, Representation costs.

2. promptly of any other claim or anything which may give rise to any other claim against **you**, including **your** discovery that **your products** are defective.

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

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

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

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

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

Not admitting liability	B. 1. When dealing with your client or any 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.
Our rights of recovery	2. You must ensure that our rights of recovery against any third party, including but not limited to any subrogated rights of recovery, are not restricted or financially limited by any term in any contract or agreement into which you have entered, unless you have our prior agreement in writing.
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 any 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 the conditions stated under Your obligations , B.1. to B.3. above, unless you can demonstrate that such non-compliance could not have increased the risk of the claim arising or the loss occurring or the amount of the claim or loss.

Control of defence	We have the right, but not the obligation, to take control of and conduct in your name the investigation, settlement or defence of any claim or any part of a claim. You must give us the information and co-operation which we may reasonably require and take all reasonable steps to defend any claim. You should not do anything which may prejudice our position.
Appointment of legal representation	We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the claim.
Partially covered claims	We will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is: <ol style="list-style-type: none">1. not wholly covered by this section; or2. made against you and any other party who is not covered under this section, then, at the outset of the claim, we and you agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim and associated costs, including defence costs on the basis of the relative legal and financial exposures.
Advancement of defence costs	We will pay defence costs covered by this section on an ongoing basis prior to the final resolution of any claim. However, we will not pay any defence costs in connection with any claim or part of a claim which is not covered under this section. You must reimburse us for any defence costs paid where it is determined there is no entitlement under this section.
Payment of full limit of indemnity	We have no further duty to indemnify you against any claim where we pay you the applicable limit of indemnity as described in How much we will pay , Paying out the limit of indemnity, or if the overall limit of indemnity stated in your schedule has been exhausted.
Payment of excess	Our duty to make any payment under this section arises only after the applicable excess is fully paid. The excess will only be eroded by the covered parts of a claim.
Disputes	For the purposes of Control of defence in this section of the policy , General condition 14 , Arbitration, within the General terms and conditions is amended to read as follows: Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single King's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England

and Wales. The opinion of such King's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.

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Crisis containment

Policy wording

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

Special definitions for this section

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

What is covered

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

What is not covered

We will not make any payment for:

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

How much we will pay

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

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

Your obligations

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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