



## Lighthouse Holistic Therapy Ltd

**Policy number: 14875241**

**Insurer: Hiscox**

**Your documents include:**

**Policy schedule and statement of fact**

**Summary of cover**

**Policy wording**

**Certificates**

## Policy Schedule

This document confirms what insurance you have with us. Please read it carefully and check its details with your policy wording and statement of fact documents.

**Schedule effective date: 05/10/2021**

### Insurance details

<b>Policy number:</b>	14875241
<b>Period of insurance:</b>	From 05/10/2021 to 04/10/2022 both days inclusive. This policy is a continuing cover policy.
<b>Anniversary date:</b>	05 October
<b>Insured:</b>	Lighthouse Holistic Therapy Ltd
<b>Address:</b>	34 Vicarage Road, Bradwell Village, Milton Keynes, MK13 9AQ
<b>Additional insureds:</b>	None
<b>Business:</b>	Complementary therapy Please review your policy clauses and Statement of Fact for further details of business activities covered under this policy.

### Premium details

Annual premium:	£339.63
Insurance Premium Tax (IPT):	£40.76
Annual total:	£380.39

Please note that there will be no refund or additional premium for any transaction which is less than £20 (excluding IPT).

## Summary

General information	
<b>Underwritten by:</b>	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy.
<b>General terms and conditions wording:</b>	15661 WD-PIP-UK-GTCA(3) The general terms and conditions apply to the whole of this policy. Any other conditions are shown in the section to which they apply.

Claims information
<p>If you need to make a claim, you should contact us immediately. If, for some reason you can't get hold of us, try Hiscox's claims team directly on 01206 773 899 (select option one or two as appropriate), 8:30am to 5:30pm Monday to Friday. You will need to provide your full name and contact details, the name of your business or organisation, your address and postcode, the policy reference and circumstances of the claim.</p> <p>Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to Hiscox's 24-hour emergency assistance team using the telephone number above. Your policy schedule will state if property cover is included in your policy.</p> <p>Hiscox's out-of-hours emergency assistance team operate on a pay-and-claim basis and you will need to have credit card details available as appropriate. Their team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of substantial damage.</p> <p>The <b>Important information and contact details</b> section below contains additional information specific to the covers applicable to your policy.</p> <p>If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is important that you read the policy for details of its terms in full.</p>

Your covers
This is a summary of each section of your policy. See each section for cover details.

Cover	Limit	Excess	Annual premium (inc IPT)
Treatment and professional liability	£250,000	£250	£56.45
Cyber and Data	£100,000	£1,000	£273.54
Public and products liability	£1,000,000	£250	£50.40

**The figures above are in summary only and are not in addition to the amount insured specified against each cover section below.**

**Your cover**

**Section: Treatment and professional liability**

<b>Cover start date</b>	05/10/2021
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Wording</b>	16291-WD-TPL-UK-MM(4)
<b>Limit of indemnity</b>	£250,000 in the aggregate, including all costs
<b>Excess</b>	£250 each and every claimant in respect of each and every claim or loss, including all costs
<b>Geographical limits</b>	United Kingdom, Isle of Man and Channel Islands
<b>Applicable courts</b>	United Kingdom, Isle of Man and Channel Islands

**Retroactive cover**

Retroactive cover start date	05/10/2021
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**Special limits (included within and not in addition to the overall limit above)**

Dishonesty of your employees and sub-contractors	£10,000 in the aggregate, including all costs
Loss of documents	£250,000 in the aggregate, including all costs

**Crisis containment cover**

Wording	9809-WD-PIP-UK-CRI(2)
Limit of indemnity	£25,000 each and every crisis and in the aggregate
Geographical limits	United Kingdom, the Isle of Man, the Channel Islands and the Republic of Ireland
Outside working hours discretionary crisis mitigation costs	£2,000 each and every crisis and in the aggregate

**Section: Cyber and Data**

<b>Cover start date</b>	05/10/2021
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Wording</b>	19029-WD-PIP-UK-CCLEAR(1)
<b>Geographical limits</b>	Worldwide

<b>Applicable courts</b>	Worldwide
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<b>Cover</b>	
Your own losses and Claims and investigations against you	Covered
Financial crime and fraud	Covered
Property damage	Not covered

<b>Your own losses and Claims and investigations against you</b>	
Limit of indemnity	£100,000 in the aggregate, including all costs
Excess	£1,000 each and every claim or loss, including all costs

<b>Special limits (included within not in addition to the overall limit of indemnity stated above)</b>	
Operational error	Not covered
Dependent business interruption	Not covered
Directors' personal cyber	£10,000 in the aggregate, including all costs
Repeat event mitigation	£25,000 in the aggregate, including all costs
Additional increased cost of working	Not covered

<b>Additional cover (in addition to the overall amount insured above)</b>	
Court attendance compensation: employees	£250 per person, per day
Court attendance compensation: directors and partners	£500 per person, per day
Court attendance compensation: in total	£100,000 in the aggregate

<b>Financial crime and fraud</b>	
Limit of indemnity	£50,000 in the aggregate, including all costs
Excess	£1,000 each and every claim or loss, including all costs

<b>Cyber business interruption</b>	
Indemnity period	3 months
Time excess	12 hours

<b>Section endorsements</b>	
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**Additional benefit: CyberClear Academy**

As an added benefit of **your** Cyber and Data policy with us, **you** now have access to the Hiscox CyberClear® Academy.

The Hiscox CyberClear® Academy is a GCHQ-certified, web-based training platform that can assist **you** and **your** employees in the prevention of network, cyber and privacy losses. We partner with other providers to provide this service.

To register for the Hiscox CyberClear® Academy:

1. contact [cyber.academy@hiscox.com](mailto:cyber.academy@hiscox.com), quoting **your** policy number and business name;
2. allow two business days for **your** registration to be confirmed and administrator account set up;
3. **you** will receive an email to complete **your** registration and create a new password;
4. after signing on to the platform, onboard **your** staff by following the instructions that **you** will receive.

If 80% of **your employees** successfully complete the learning pathways, the **excess** shown in the schedule is reduced by £2,500. If the **excess** shown in the schedule is £2,500 or lower, no **excess** is payable.

**Section: Public and products liability**

<b>Cover start date</b>	05/10/2021
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Wording</b>	16166-WD-PROF-UK-PPL(2)
<b>Limit of indemnity</b>	£1,000,000 each and every claim or loss, excluding defence costs and criminal proceedings costs
<b>Excess</b>	£250 each and every claim for property damage only
<b>Geographical limits</b>	United Kingdom and European Union
<b>Applicable courts</b>	United Kingdom and European Union

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

Pollution defence costs	£100,000 in the aggregate
Criminal proceedings costs	£100,000 in the aggregate

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

Unauthorised use of third-party telephones by your employees	£10,000 in the aggregate
Court attendance compensation: directors, partners, trustees, committee members, senior managers and officers	£250 per person, per day
Court attendance compensation: any other employees	£100 per person, per day
Court attendance compensation: in total	£10,000 in the aggregate

**Special excesses**

Unauthorised use of third-party telephones by your employees	£250 each and every claim
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<b>Section endorsements</b>
<p><b><u>Removal of cover: communicable disease testing and vaccinations</u></b></p> <p>The following is added to <b>Special definitions for this section</b>:</p> <p><b>Communicable disease</b></p> <p>Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.</p> <p>The following is added to <b>What is not covered, A</b>:</p> <p><b>We</b> will not make any payment for any claim or loss or any part of a claim or loss directly or indirectly due to any act or omission in connection with testing for, or vaccinating against, any <b>communicable disease</b>.</p>

<b>Endorsements applicable to the whole policy</b>
<p><b><u>Your broker: PolicyBee</u></b></p> <p>Your policy is administered and issued by your broker, PolicyBee. Contact them if you need to change your policy, ask a question, or if you think you have a claim.</p> <p>You can call: 0345 222 5360, email: <a href="mailto:contactus@policybee.co.uk">contactus@policybee.co.uk</a>, or write to: 14 Brightwell Barns, Waldringfield Road, Brightwell, IP10 0BJ.</p>

### Important information and contact details

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, London, EC3A 6HX, United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

#### Insurers

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

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

#### Commercial assistance and legal advice helpline:

This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.

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:

- Employment
- Prosecutions
- Discrimination in the workplace
- Health & safety
- European law

Helpline number: +44 (0)800 8402269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Limited, as a service for eligible Hiscox policyholders.

#### Crisis containment:

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

Crisis containment provider: Hill & Knowlton Strategies Ltd

During office hours, the call will be answered by Hiscox. Outside of normal opening hours, your call will be answered by Hill & Knowlton Strategies Ltd.

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.



### Statement of fact

You must read this Statement of Fact carefully and check that all of the information is true, complete and accurate. Please note that some of the information may have been assumed by us.

If any of the information in the Statement of Fact is not true, complete and accurate, you must let us know before cover starts. You must also let us know if, after cover has started, any of the information is or is likely to become no longer true, accurate and complete. In each case, we will let you know whether it affects the terms of the cover.

You must also let us know if at any point you exceed, or are likely to exceed, any of the maximum allowable amounts shown below.

Provided the information is, and remains, true, complete and accurate, and you do not exceed any of the maximum allowable amounts, we do not require you to provide any additional information and you will have complied with your obligations under General Conditions 1 and 3 in the General terms and conditions.

If any of the information is not, or no longer remains, true, accurate and complete, and you do not tell us, it could affect the validity of the policy or our ability to pay a claim.

#### Continuing cover: Maximum allowable amounts

Category	Declared amount	Maximum allowable
Turnover	£25,000	£150,000

#### Continuing cover: Your statements and answers

#### You and your business

We asked you	You answered
What is your organisation's business description?	Complementary therapy
Have you or any of your directors or partners: <ul style="list-style-type: none"> <li>In the past 10 years, been declared bankrupt or insolvent either in a personal capacity or in connection with a business liability</li> <li>Been disqualified from acting as a director of a limited company or member of a limited liability partnership</li> <li>Been convicted of, or charged with, a criminal offence other than a conviction spent under the Rehabilitation of Offenders Act 1974</li> <li>Had an insurance policy cancelled by the insurer</li> <li>Ever suffered any claim or loss that would fall within the scope of this insurance</li> </ul>	No
Are you aware of any shortcoming, complaint, client withholding payment, or incident that might result in a loss or a claim being made against you?	No
Do you work outside the UK or under non UK-law contracts?	No

#### Treatment and professional liability insurance

We asked you	You answered
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Do you keep client records, including details of services provided, for at least three years?	Yes
Do you, and anyone who carries out work on your behalf, hold a recognised professional qualification and have relevant experience to undertake your activities?	Yes
Where required, do you, and anyone who carries out work on your behalf, always handle, use, sterilise and store all instruments in accordance with manufacturers instructions?	Yes
Please confirm that you have carried out a detailed risk assessment for your business to identify and minimise the risks posed by Covid 19, implemented any required changes and/or procedures and will regularly check and update your COVID-19 procedures in line with the up to date COVID-19 guidance issued by Public Health England, the NHS, or any other relevant regulatory body?	Yes
Please confirm that all relevant PPE will be used in line with COVID-19 guidance issued by either Public Health England or any other regulatory body or health authority?	Yes
Please confirm that you are carrying out all pre-treatment protocols relating to COVID-19, including obtaining informed written consent from any patient that they are happy for the treatment to be undertaken?	Yes
Do you, or does anyone on your behalf, carry out any chiropractic manipulation, physiotherapy, osteopathy or any other physical therapy involving manipulation?	No
Do you, or does anyone on your behalf, carry out any aesthetic treatment involving penetration of the skin or any treatment involving any laser or intense pulsed light?	No
Do you, or does anyone on your behalf, carry out any Functional, Ayurvedic or Chinese medicine or any spiritual healing, other than Reiki?	No
Do you, or does anyone on your behalf, carry out any of the following? <ul style="list-style-type: none"> <li>any treatment or care of any person, other than the provision of complementary therapies or complementary medicine</li> <li>any treatment which involves the use of any anaesthetic, whether general or local</li> <li>any fish pedicure, wet cupping, dry needling, rebozo therapy or any therapy undertaken during labour</li> </ul>	No

<b>Cyber liability insurance</b>	
<b>We asked you</b>	<b>You answered</b>
Do you hold, process, transact or store any credit or debit card information, bank details, medical information, or government issued identification?	Yes
Are you Cyber Essentials accredited?	No
Do you have a formal password policy that explains good password hygiene, such as not using obvious or repeated passwords, for all systems providing access to personal or confidential information?	Yes
Do you update all systems including firewalls and anti virus software at least every 30 days?	Yes
For how many individual people (including customers, employees and suppliers) do you process, transact or store any of the following information? <ul style="list-style-type: none"> <li>credit or debit card information</li> <li>bank details</li> <li>medical information</li> <li>government issued identification</li> </ul>	Less than 100,000
For how many individual people do you process, transact or store basic profile information (name, address, email, phone number)?	Less than 100,000
Do you encrypt all mobile computing devices (for example laptops, tablets, mobile telephones, PDAs) and portable data storage media (for example USB sticks, flash drive, magnetic tapes) which hold, store, process or have access to personal data?	Yes
Are you compliant with the Payment Card Industry Data Security Standard (PCI/DSS)?	Yes

<b>Public and products liability insurance</b>	
<b>We asked you</b>	<b>You answered</b>
Do you sell, supply, make, install, repair or service any products?	Yes
Do you make your own products?	No
Do you rebrand, repackage, test or alter any products manufactured by third parties?	No
Are all products sourced from third party distributors or manufacturers in the UK or European Union?	Yes

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## Your Hiscox insurance

These documents summarise the key information about your insurance. Included are details on things like cancelling your insurance and what to do if you have a claim. You won't find the terms and conditions here, though, and these documents aren't part of your insurance contract.

If there's anything here you're not sure about, please email [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk) or call us on 0345 222 5360, Monday to Friday, 9-5.

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## Your obligations

We've based your insurance and how much it costs on the details you've given us. It's up to you to make sure those details are right. If you're not sure we have the right information about you and your business - either now or in the future - please call us.

It's important to bear in mind:

- It's your responsibility to make sure we have all relevant material information about your business and what it does. If we don't, claims you make might not be covered or the amount paid might be reduced.
- If you knew, or reasonably ought to have known, about something that was likely to result in a claim and you didn't tell us about it before this insurance started, that claim won't be covered.
- Not telling us about material changes to your business while you have this insurance could mean claims might not be covered or the amount paid might be reduced.

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## Policy length

Your policy length and type is noted on your schedule. If you see the words 'continuing cover', it means your policy renews automatically every 12 months without you having to do anything (assuming no material changes to your business).

If your schedule doesn't say 'continuing cover', you have an annual policy. This means your cover stops after 12 months and you have to renew it. We'll be in touch before your renewal date to remind you, check your details and – if you're happy to renew – take payment.

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## The insurer

Your policy is underwritten by Hiscox Underwriting Limited on behalf of Hiscox Insurance Company Limited.

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## Retroactive dates

Work started or completed before your policy's start date isn't covered unless you've given us a retroactive date. Effectively, this backdates your cover to a time before your insurance starts.

Note that you're only ever covered up to that point. Claims arising from work you did before your retroactive date aren't covered.

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## Claims made cover

Applies to all insurance except: public liability insurance, employers' liability insurance.

With this type of policy, cover must be in place when a claim is notified. You cannot make a claim if the policy has lapsed or been cancelled - even if the incident that gives rise to the claim occurred whilst the policy was in force.

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## Claims occurring cover

Applies to: public liability insurance, employers' liability insurance.

This policy will only respond to claims arising from incidents and accidents that occur within the policy period.

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## Cancellations

If you change your mind about having this insurance, cancel within 14 days of buying it and you'll get a full refund.

If you don't cancel within 14 days, we ask for 30 days' notice instead. You'll get a pro rata refund.

If we or the insurer cancels your policy, you'll get the same 30 days' notice and any surplus premium refunded. However, 30 days' notice doesn't apply if the policy's cancelled due to a non-paid Direct Debit – in those cases the policy's cancellation date will be the last payment date.

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## Dealing with claims - your part

When it comes to claims, speed is everything. You should get in touch as soon as you're aware of any incident or event that

could lead to a claim. This includes a mistake or shortcoming in your work, a client criticising your work (even if you don't agree), or a client withholding payment because they're not happy with your work.

It pays to get us and your insurer involved as quickly as possible. Not just because we and your insurer know what to do, but also because it's a condition of your cover. 'Late notification' is a common reason for insurers not paying claims.

In any circumstances, without your insurer's prior written agreement, you mustn't:

- Admit liability
- Offer a settlement or course of action to resolve the situation
- Enter negotiations with the aggrieved party
- Appoint a solicitor or other specialist

Failure to comply with these conditions means your insurer can and probably will refuse to pay all or part of your claim.

### **Dealing with claims - our part**

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You buy insurance so you have financial, legal and moral support if something goes wrong. For those reasons, we've made dealing with claims our priority.

In order that you get the cover you've paid for, we have various processes, measurements and safeguards in place to make sure your claim is top of the to-do list. We commit to keeping you informed every step of the way, and to fight your corner if needs be. We always act for you, not the insurer.

### **Complaints**

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We'll do our best to resolve your complaint as quickly as possible. In some cases we may need to involve your insurer and we'll let you know if that happens.

If you don't agree with our decision, we'll put you in touch with the Financial Ombudsman Service (FOS). The FOS is an independent organisation that settles disputes between consumers and financial services companies.

## **Treatment and professional liability insurance (treatment)**

Your policy wording: 16291-WD-TPL-UK-MM(4)

### **What are you covered for?**

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Treatment and professional liability insurance covers you for compensation you have to pay to your patients for bodily or mental injury or death as a result of a negligent act, error or omission by you, including in the course of a Samaritan act. Hiscox will pay for claims which are made against you during the period of insurance, up to the limit shown in the schedule. Hiscox will also pay your legal defence costs incurred with their agreement for covered claims, including representation at a coroner's inquest arising out of the death of any of your patients.

Your policy will pay for claims against you for:

- Malpractice, negligence or breach of a duty of care.
- Dishonesty of your directors, partners, employees, sub-contractors and outsourcers.
- Breach of confidence or misuse of any confidential information.
- Any business document of yours being lost, damaged or destroyed, other than electronic data.
- Any other civil liability: this means that if a civil claim is brought against you because of your business activities and it isn't specifically excluded it, it's covered.

Hiscox will also reimburse you for fees that your patient refuses to pay, as long as they believe this is likely to prevent a future claim against you for a greater amount.

### **What's not covered?**

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Your policy will not pay for any claims or losses arising from:

- Physical or mental abuse, invasion of privacy, mistreatment, maltreatment or any act of a sexual nature.
- Death or bodily or mental injury which was not caused by your placed personnel's malpractice.
- Any breach of your obligations as an employer.
- Any kind of discrimination, harassment or unfair treatment.
- Your manufacture, installation or maintenance of any product, unless the product is supplied, sold or applied by you in the course of your business activity. This does not apply to any product you have manufactured.
- The specific communicable diseases listed in the policy wording, other than where the schedule shows a limit for coronavirus (COVID-19) cover.
- Any communicable disease which leads to the imposition of a quarantine or restriction in movement of people or animals, or the issue of a travel warning.
- Any cyber attack, hacker or social engineering communication.

It's a requirement of this policy, that you must at all times:

- Keep descriptive records of all professional services and procedures for at least 3 years from the date of treatment.
- Ensure that all individuals performing a business activity maintain registration with the relevant council.
- Take reasonable steps to ensure that any third-party manufactured products which you supply, sell or apply were entirely made or sourced from within the European Union (including the United Kingdom and Gibraltar).

Please read the policy for details of its terms in full.

### **How much are you covered for?**

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The level of cover will be on an aggregate basis. This means that the level of cover applies to the total of all claims made against you during the period of insurance. The legal costs of defending a claim against you, are included within the level of cover you select.

### **How much excess do you have to pay?**

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You'll pay £250 towards any claims or defence costs.

### **Geographical cover and jurisdiction**

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You're covered to work anywhere in the United Kingdom, Isle of Man or Channel Islands. Claims made against you that aren't under the laws of the United Kingdom, Isle of Man or Channel Islands are not covered.

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16291-WD-TPL-UK-MM(4)

## Cyber liability insurance

Your policy wording: 19029-WD-PIP-UK-CCLEAR(1)

### What are you covered for?

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Cyber liability insurance covers your own losses arising from cyber or data incidents as well as claims made against you arising from your cyber or data liability. Your insurer will work with a trusted panel of experts who are able to offer support in the event of a claim, helping to minimise the damage to your company.

You're covered for:

- The unauthorised acquisition, access, use or disclosure of personal data or confidential corporate information.
- A failure by you, or others on your behalf, to secure your computer system against unauthorised access or use.
- A threat to damage your systems or disseminate sensitive information, following unauthorised access to your systems.
- A digital attack designed to disrupt access to or the operation of your computer system.
- The costs of computer forensic analysis to confirm a data breach, and the legal costs incurred to manage a data breach.
- The cost of a ransom demand and specialists to handle ransom negotiations.
- The costs to appoint a public relations consultant to protect your reputation and manage your media, and the costs to engage a consultant to manage your response to the incident.
- If claim is made against you for breach of confidence, personal data, sensitive commercial information or any contractual duty of confidentiality.
- Financial crime and fraud, including electronic fraud, telephone toll fraud, and the fraudulent use of your electronic identity, up to a total of £50,000 during the period of insurance.

Optional business interruption cover for either operational error or for when a supplier of yours suffers a cyber attack is also available. The 'Special limits' section of your policy schedule will state if either have been selected.

### What's not covered?

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Your policy will not pay for any claims, losses, breaches, privacy investigations or threats due to:

- The provision of professional advice or services (generally covered by professional indemnity).
- The failure of an internet service provider.
- Personal injury or damage to tangible property.
- Degradation or deterioration of your computer system, other than due to operational error.
- Any post from a social media account that does not belong to your business.
- Anything you knew or ought reasonably to have known about before the policy started.

This policy may reduce any payment made equal to the detriment suffered if you:

- Do not take all reasonable steps to negotiate with the supplier of any services to reduce or waive any charges that were not legitimately incurred for the purposes of your business.
- Admit that you are liable or make any offer without the insurers prior written agreement.

Please read the policy for details of its terms in full.

### How much are you covered for?

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The limit of indemnity will be on an aggregate basis. This means that the limit of indemnity applies to the total of all claims made against you during the period of insurance.

### How much excess do you have to pay?

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You'll pay £1,000 towards any claims or defence costs.

### Geographical cover and jurisdiction

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You're covered to work anywhere in the world. Claims against you can be subject to the laws of any country.

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19029-WD-PIP-UK-CCLEAR(1)

## Public and products liability insurance

Your policy wording: 16166-WD-PROF-UK-PPL(2)

### What are you covered for?

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Public and products liability insurance covers you when you have to pay compensation to any third-party for accidental injury to them or damage to their property as a result of your business.

Your policy will pay:

- For defence costs incurred for covered claims (subject to your insurer's agreement).
- Criminal defence costs relating to any regulation or statute which applies to your business, for example prosecution under any health and safety legislation, in relation to a covered claim.
- The costs of replacing locks, keys and electronic pass cards if you lose any key or pass card to a third-party's premises.
- The sums you have to pay as compensation for failing to secure a third-party's premises where you have been carrying out your business, provided that you have reasonably secured the premises as required.
- The sums you have to pay as compensation if any of your employees uses a third party's telephone system without their authority.
- The sums you have to pay as compensation under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975.

### What's not covered?

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Your policy will not pay claims arising from:

- Abuse or molestation, unless this cover is specifically shown as being covered in your policy schedule.
- Death or bodily or mental injury or disease of any employee or volunteer of yours.
- The ownership, possession or use of any watercraft, hovercraft, aircraft, drone or mechanically propelled vehicle.
- Any cyber attack, hacker or unintentional error affecting any computer or digital technology, including any fear or threat of such an incident or any action taken in controlling, preventing, suppressing or responding to such an incident.
- Any designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice given by you.
- The recall, removal, repair, reconditioning or replacement of any goods you have supplied.
- The failure of any product, service, process or system provided by you to perform its intended function.
- The actions of any person supplied by you to a client under contract.
- Any actual or alleged breach of any data protection legislation or regulation.

Please read the policy for details of its terms in full.

### How much are you covered for?

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The level of cover you select is the maximum the policy will pay out for any one claim. This means you could make more than one claim up to the maximum you're covered for. In addition, you're also covered for the legal costs of defending a claim against you as well as any criminal proceedings costs, up to the level of cover you select.

### How much excess do you have to pay?

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You'll pay £250 towards claims for property damage only.

### Geographical cover and jurisdiction

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Check your policy schedule to see the geographical limits that apply to your policy. Check your policy schedule to see the jurisdictional limits that apply to your policy.

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16166-WD-PROF-UK-PPL(2)



Below is a list of the full range of Hiscox business insurance that we can offer you, those covers you already have are highlighted. If you're interested in any of the covers you don't currently have, please call us on 0345 222 5360 for a quote.

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**Treatment and professional liability insurance** - *included in your policy*

Treatment and professional liability insurance covers you for compensation you have to pay to patients who are injured whilst undergoing your treatments.

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**Cyber liability insurance** - *included in your policy*

Cyber liability insurance covers your own losses arising from cyber or data incidents as well as claims made against you arising from your cyber or data liability.

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**Management liability insurance** - *not included in your policy*

Management liability insurance protects the owners, directors and managers of your business against the risks associated with the decisions and actions they take while running it.

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**Public and products liability insurance** - *included in your policy*

Public and products liability insurance protects you against claims made by third parties for injuries or property damage.

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**Employers' liability insurance** - *not included in your policy*

Employers' liability insurance protects you against claims made by your employees for illnesses and injuries they suffer at work. It's a legal requirement for any UK company with employees.

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**Property - contents insurance** - *not included in your policy*

Contents insurance protects you when the business equipment at your insured premises are lost, damaged or stolen.

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**Property - portable equipment insurance** - *not included in your policy*

Portable equipment insurance protects you when your business equipment is accidentally lost, damaged or stolen while away from your insured premises.

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**Property - equipment breakdown insurance** - *not included in your policy*

Equipment breakdown insurance protects you when the business equipment at your insured premises suffers a breakdown.

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**Property - buildings insurance** - *not included in your policy*

Buildings insurance covers the cost of rebuilding or repairing your office if it's damaged.

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**Property - business interruption insurance** - *not included in your policy*

Business interruption insurance protects you when you are unable to carry out some or all of your activities due to an unforeseen interruption, which results in a financial loss to you.

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**Legal protection insurance** - *not included in your policy*

Legal protection insurance covers the cost of defending your company's legal rights in cases of commercial complaints and disputes. Areas covered include tax, property and employment issues.

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**Personal accident insurance** - *not included in your policy*

Personal accident insurance provides a lump sum to help keep your business going if you or an employee are physically injured and can no longer work. It covers the costs of drafting in extra pairs of hands, as well as the costs of retraining people.

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**HR Solutions** - *not included in your policy*

HR Solutions is a service offering employment-related advice and support, as well as useful templates and guides.

## Professional insurance portfolio

### Policy wording

#### A seamless integrated insurance solution for professionals.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

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

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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**.



**Ben Horton**  
CUO, Hiscox Underwriting Ltd

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### 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](mailto:customer.relations@hiscox.com).

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

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## General terms and conditions

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### General definitions

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

#### Asbestos risks

- The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
- exposure to asbestos, asbestos fibres or materials containing asbestos; or
- the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

#### Business

**Your** business or profession as shown in the schedule.

#### Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.



<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 or loss.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Nuclear risks</b>	<ol style="list-style-type: none"><li>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li><li>c. all operations carried out on any site or premises on which anything in a. or b. above is located.</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(s)</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>a. is committed for political, religious, ideological or similar purposes; and</li><li>b. is intended to influence any government or to put the public, or any section of the public, in fear; and</li><li>c. <ol style="list-style-type: none"><li>i. involves violence against one or more persons; or</li><li>ii. involves damage to property; or</li><li>iii. endangers life other than that of the person committing the action; or</li><li>iv. creates a risk to health or safety of the public or a section of the public; or</li><li>v. is designed to interfere with or to disrupt an electronic system.</li></ol></li></ol>
<b>Virus</b>	<b>Programmes</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.

- 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 under £20.

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	<p>8. The most <b>we</b> will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>.</p> <p><b>You</b> 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 <b>policy</b>.</p>
Aggregate limit	<p>9. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b>.</p>
Rights of third parties	<p>10. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b>. Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>
Other insurance	<p>11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> 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 <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.</p>
Cover under multiple sections	<p>12. Where <b>you</b>, including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b>, are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b>, being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.</p>
Governing law	<p>13. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.</p>
Arbitration	<p>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.</p>

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## 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	<p>1. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b>:</p> <ol style="list-style-type: none"> <li>a. give <b>us</b> prompt notice of anything which is likely to give rise to a claim under this <b>policy</b> in accordance with the terms of each section; and</li> <li>b. give <b>us</b>, at <b>your</b> expense, any information which <b>we</b> may reasonably require and co-operate fully in the investigation of any claim under this <b>policy</b>.</li> </ol> <p>2. <b>You</b> must:</p> <ol style="list-style-type: none"> <li>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</li> <li>b. give <b>us</b> all assistance which <b>we</b> may reasonably require to pursue recovery of amounts <b>we</b> may become legally liable to pay under this <b>policy</b>, in <b>your</b> name but at <b>our</b> expense.</li> </ol> <p>If <b>you</b> fail to do so, <b>you</b> shall be liable to <b>us</b> for an amount equal to the detriment <b>we</b> have suffered as a result of <b>your</b> failure to comply with this obligation, which <b>we</b> may deduct from any payment <b>we</b> make under this <b>policy</b>.</p>
Fraud	<p>3. If <b>you</b> 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 <b>us</b> by deliberately giving <b>us</b> false information or making a fraudulent claim under this <b>policy</b> then:</p> <ol style="list-style-type: none"> <li>a. <b>we</b> shall be entitled to give <b>you</b> notice of termination of the <b>policy</b> with effect from</li> </ol>

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

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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**.



## Treatment and professional liability

### Policy wording

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>Abuse or molestation</b>	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.
<b>Business activity</b>	The activities stated in the schedule, or proposal form, or in material representations agreed by <b>us</b> , which <b>you</b> perform in the course of <b>your business</b> .
<b>Client</b>	Any person or entity with whom <b>you</b> have engaged or contracted to provide services or deliverables that expressly fall within <b>your business activity</b> .
<b>Communicable disease</b>	Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.
<b>Computer or digital technology</b>	Any <b>programs</b> , 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.
<b>Computer or digital technology error</b>	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none"><li>1. creation, handling, entry, modification or maintenance of; or</li><li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of;</li></ol> any <b>computer or digital technology</b> .
<b>Cyber attack</b>	Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to: <ol style="list-style-type: none"><li>1. gain access to;</li><li>2. extract information from;</li><li>3. disrupt access to or the operation of; or</li><li>4. cause damage to:</li></ol> any data or <b>computer or digital technology</b> , including but not limited to any: <ol style="list-style-type: none"><li>a. <b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li><li>b. denial of service attack or distributed denial of service attack.</li></ol>
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> , including representation at a coroner's inquest arising out of the death of any patient of <b>yours</b> .
<b>Hacker</b>	Anyone, including an employee of <b>yours</b> , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"><li>1. <b>computer or digital technology</b>; or</li><li>2. data held electronically by <b>you</b> or on <b>your</b> behalf.</li></ol>
<b>Malpractice</b>	Any bodily injury, mental injury, illness, disease or death of any patient caused by any negligent act, error or omission committed by <b>you</b> : <ol style="list-style-type: none"><li>a. in the performance of a <b>business activity</b>; or</li><li>b. in the course of a <b>Samaritan act</b>.</li></ol>

<b>Personal data</b>	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.
<b>Retroactive date</b>	The date stated as the retroactive date in the schedule.
<b>Samaritan act</b>	Treatment administered by <b>you</b> at the scene of a medical emergency, accident or disaster at which <b>you</b> are present either by chance or in response to a S.O.S. call following a disaster.
<b>Social engineering communication</b>	Any request directed to <b>you</b> or someone on <b>your</b> behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> director, partner, senior manager or officer in actual control of <b>your</b> operations, employee, member of the ethics committee or volunteer performing activities in the course of <b>your business</b> .

## What is covered

Claims against you	<p>If during the <b>period of insurance</b>, and as a result of <b>your business activity</b> for a <b>client</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b> for <b>clients</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"> <li>a. <b>malpractice</b>;</li> <li>b. negligence or breach of a duty of care;</li> <li>c. dishonesty of any individual falling within the definition of <b>you</b> or any self-employed freelancers, sub-contractors or outsourcers directly contracted to <b>you</b> and under <b>your</b> supervision;</li> <li>d. breach of confidence or breach of privacy;</li> <li>e. defamation; or</li> <li>f. any other civil liability unless excluded under <b>What is not covered</b> below;</li> </ol> <p><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 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>
Freelancers, sub-contractors and outsourcers	<p><b>We</b> will indemnify <b>you</b> against any claim falling within the scope of <b>What is covered</b>, Claims against you, which is brought as a result of any <b>business activity</b> undertaken on <b>your</b> behalf by any self-employed freelancer, sub-contractor or outsourcer directly contracted to <b>you</b> and under <b>your</b> supervision.</p>
Avoiding a potential claim against you	<p>If:</p> <ol style="list-style-type: none"> <li>a. <b>your client</b> has reasonable grounds for being dissatisfied with the work <b>you</b> have done or which has been done on <b>your</b> behalf and refuses to pay for any or all of it, including amounts <b>you</b> legally owe to self-employed freelancers, sub-contractors or outsourcers at the date of the refusal;</li> <li>b. <b>your client</b> threatens to bring a claim against <b>you</b> for more than the amount owed and <b>we</b> are satisfied that the threatened claim has reasonable prospects of success; and</li> <li>c. <b>we</b> believe that it may be possible to settle the dispute with the <b>client</b> by <b>your</b> agreeing not to press for the disputed amount,</li> </ol> <p><b>we</b> may, in <b>our</b> discretion, pay <b>you</b> the amount owed to <b>you</b> over and above the <b>excess</b>. If <b>we</b> do, <b>you</b> must agree not to press your <b>client</b> for the disputed amount.</p> <p>Alternatively, if it is not possible to reach agreement with the <b>client</b> on this basis but <b>we</b> still believe that by not pressing for the disputed amount <b>you</b> will avoid a legitimate claim or counterclaim for a greater amount, <b>we</b> may pay the amount owed to <b>you</b> at that time, over and above the <b>excess</b>.</p> <p>If a claim is still brought, <b>we</b> will deal with it but <b>our</b> total payment, including what <b>we</b> have already paid <b>you</b> or on <b>your</b> behalf, will not exceed the applicable limit of indemnity stated in the schedule. <b>You</b> must return the amount <b>we</b> have paid if <b>you</b> eventually recover the debt,</p>

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 activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount stated in the schedule.

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## What is not covered

### Matters specific to your business

- A. **We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
1. **abuse or molestation.**
  2. the performance of any of **your business activities** by any individual other than specified authorised persons, if **your** schedule specifies that such **business activities** can only be performed by specified authorised persons.
  3. **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.
  4. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
  5. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
  6. or contributed to by, resulting from or in connection with any:
    - a. **cyber attack;**
    - b. **hacker;**
    - c. **social engineering communication;**
    - d. any fear or threat of 6.a. to 6.c. above; or
    - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.d. above.
  7. **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.
  8. 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.

### Matters insurable elsewhere

9. any bodily injury, mental injury, illness, disease or death suffered by anyone, other than **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 of **yours** which is necessary for the performance of **your business activity** and which is lost, damaged or destroyed while in **your** possession.
13. or contributed to by, resulting from or in connection with any **computer or digital technology error**.
14. 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.

- |  |   |
|--|---|
| Deliberate, reckless or dishonest acts | <p>15. <b>your</b> supply, manufacture, sale, installation or maintenance of any product. However, this does not apply to any claim arising directly from the supply, sale or application of a product by <b>you</b> to a <b>client</b> in the course of <b>your business activity</b>, provided that the product was not manufactured by <b>you</b>.</p> <p>16. 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 under the dishonesty cover in <b>What is covered</b>, Claims against you, but <b>we</b> will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.</p> <p>17. the performance of any <b>business activity</b> by <b>you</b> while <b>you</b> are under the influence of intoxicants or narcotics.</p>   |
| Pre-existing problems                  | <p>18. anything, including any actual or alleged shortcoming in <b>your</b> work, likely to lead to a <b>claim</b> 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>.</p>   |
| Asbestos                               | <p>19. <b>asbestos risks</b>.</p>   |
| Terrorism, war or nuclear risks        | <p>20. or contributed to by, resulting from or in connection with any of the following:</p> <ul style="list-style-type: none"> <li>a. <b>terrorism</b>;</li> <li>b. <b>war</b>;</li> <li>c. <b>nuclear risks</b>; or</li> <li>d. fear or threat of 20.a. to 20.c. above; or</li> <li>e. any action taken in controlling preventing, suppressing, responding or in any way relating to 20.a. to 20.d. above.</li> </ul> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of 20.a. above, it will be for <b>you</b> to show that the exclusion does not apply.</p>  |
| Communicable disease                   | <p>21. or contributed to by, resulting from or in connection with any of the following:</p> <ul style="list-style-type: none"> <li>a. influenza A (H5N1) (also known as 'avian flu' or 'bird flu');</li> <li>b. influenza A (H1N1) (also known as 'swine flu');</li> <li>c. coronavirus disease (COVID-19);</li> <li>d. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);</li> <li>e. any variation, strain, virus, complex or syndrome that is related to anything in a. to d. above;</li> <li>f. any fear or threat of a. to e. above; or</li> <li>g. any action taken in controlling, preventing, suppressing or in any way relating to or responding to a. to f. above.</li> </ul> <p>However:exclusion 21c. does not apply to any special limit stated in the schedule for claims arising from coronavirus disease (COVID-19) or any related variation, strain, complex or syndrome.</p> <p>22. or contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> <li>a. <b>communicable disease</b>;</li> <li>b. fear or threat of any <b>communicable disease</b>; or</li> <li>c. action taken to control, prevent, suppress or in any way relating to or responding to any such <b>communicable disease</b>,</li> </ul> <p>which has led to any:</p> <ul style="list-style-type: none"> <li>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</li> <li>ii. travel advisory, warning or restriction,</li> </ul> <p>being issued or imposed by any local, regional, national or international government, body, state, authority, agency or any other competent body, authority or official.</p> <p>However, this exclusion does not apply to any special limit stated in the schedule for claims arising from coronavirus disease (COVID-19) or any related variation, strain,</p> |

complex or syndrome.

Infrastructure failure	23. contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider.
Claims brought by a related party	B. <b>We</b> will not make any payment for: <ol style="list-style-type: none"> <li>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 <b>you</b> 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>.</li> </ol>
Restricted recovery rights	2. that part of any claim where <b>your</b> right of recovery is restricted by any contract, unless <b>our</b> prior written agreement has been obtained to that contract.
Consequential loss	3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent. 4. any trading loss or trading liability including those arising from the loss of any <b>client</b> , 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 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.
Press, radio, or television	7. any communication with or contribution to the press, radio or television, unless previously agreed with <b>us</b> .
Personal data claims	8. any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to <b>personal data</b> .  However, this does not apply to any covered claim or part of a covered claim made against <b>you</b> by a <b>client</b> which arises directly from <b>your</b> performance of a <b>business activity</b> for that <b>client</b> and which is not otherwise excluded by <b>What is not covered, A. 6. Cyber incidents</b> above. The most we will pay in relation to any such covered claim(s) is the special limit stated in the schedule for personal data claims.

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<b>How much we will pay</b>	The most <b>we</b> will pay for the total of all claims, losses and <b>defence costs</b> is the single limit of indemnity stated in the schedule, irrespective of the number of claims. <b>You</b> must pay any relevant <b>excess</b> stated in the schedule.
<b>Special limits</b>	
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 <b>we</b> will pay is the amount stated in the schedule for the total of all such claims, including <b>defence costs</b> .
Personal data claims	The most <b>we</b> will pay for the total of all claims or parts of claims against <b>you</b> by a <b>client</b> including <b>defence costs</b> , which arise directly from <b>your</b> performance of a <b>business activity</b> for that <b>client</b> relating to <b>personal data</b> is the relevant amount stated in the schedule, which is included within, and not in addition to, the overall limit of indemnity for this section.  <b>You</b> must pay the relevant <b>excess</b> stated in the schedule.
Loss of documents	For <b>your</b> own losses arising from a loss of <b>your</b> documents, the most <b>we</b> will pay to restore or replace any lost, damaged or destroyed document is the amount stated in the schedule for the total of all such losses.
Paying out the limit of indemnity	At any stage of a claim <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of

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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 for a **client** which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.  
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
    - b. any claim or threatened claim against **you**;
    - c. the receipt of notice from any person of an intention to hold **you** responsible for any **malpractice**, dishonesty, or any other act, error or omission;
    - d. **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;
    - e. every letter, claim, writ, summons or process against **you** for actual or alleged **malpractice**.
  2. When dealing with **your client** or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment that **we** have suffered as a result.
  3. **You** must at all times:
    - a. i. maintain accurate descriptive records of all professional services and equipment used in procedures which shall be available for inspection and use by **us** or **our** duly appointed representatives; and
    - ii. retain the records referred to in 3.a. i. above for a period of at least three years from the date of treatment and, in the case of a minor, for a period of at least three years after that minor attains majority;
- Record keeping
- b. ensure that, where relevant, all individuals performing a **business activity** maintain registration with their relevant council, governing body or other legally empowered body;
- Registration requirements
- c. 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**:
    - i. such products complied with all relevant health and safety regulations and standards in the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar; and
    - ii. such products were supplied with any instructions which were necessary for the product's safe use;
    - iii. such products were fit and proper for their supplied purpose;
    - iv. such products were entirely made within the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar or **you** have sourced the product from a supplier with the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar and **you** have a written contract or proof of sale for the product; and
    - v. the supplier **you** use is reputable, solvent and has appropriate insurance in place.
- Products

**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 or loss occurring in the circumstances in which it occurred.

## Control of defence

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

## Cyber and data insurance

### Policy wording

Please read the schedule to see whether you are covered by this section for Your own losses, Claims and investigations against you, Financial crime and fraud or Property damage.

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>Additional business expenses</b>	The reasonable and necessary additional costs incurred as a direct result of a <b>cyber attack</b> , but not including any normal overhead costs, general business expenses, salaries or wages incurred by <b>you</b> or any other person or entity entitled to coverage under this section.
<b>Additional increased costs of working</b>	The reasonable and necessary additional costs and expenses, not including the costs of reconstitution of data, incurred by <b>you</b> with <b>our</b> prior written agreement in order to continue <b>your business</b> or minimise <b>your</b> loss of <b>income</b> during the <b>indemnity period</b> and not limited to the reduction in <b>income</b> saved.
<b>Advertising</b>	Advertising, publicity or promotion in or of <b>your</b> products or services.
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule. For the purposes of <b>privacy investigations</b> and investigations, 'applicable courts' shall mean the countries stated as the applicable courts in the schedule.
<b>Breach</b>	The unauthorised acquisition, access, use or disclosure of, or the loss or theft of, <b>personal data</b> or confidential corporate information.
<b>Breach costs</b>	<p>The reasonable and necessary costs incurred by <b>you</b> with <b>our</b> prior written agreement in direct response to an actual or suspected <b>breach</b>, including but not limited to:</p> <ol style="list-style-type: none"><li>1. legal costs to:<ol style="list-style-type: none"><li>a. provide advice to <b>you</b> in connection with <b>your</b> investigation of a <b>breach</b>;</li><li>b. assist with the preparation of notifications to any regulator and affected <b>data subjects</b>; and</li><li>c. determine and pursue any indemnity under a written agreement with a third-party;</li></ol></li><li>2. <b>breach forensic costs</b>;</li><li>3. costs incurred to notify:<ol style="list-style-type: none"><li>a. each affected <b>data subject</b> of the <b>breach</b>; and</li><li>b. any regulatory body, including but not limited to the Information Commissioner's Office, of the <b>breach</b>;</li></ol>where <b>you</b> are required by any law or regulation to do so or where <b>you</b> do so voluntarily;</li><li>4. costs <b>you</b> incur to use a third-party call centre to answer enquiries from affected <b>data subjects</b> following notification of the <b>breach</b> to such <b>data subjects</b>;</li><li>5. <b>credit monitoring costs</b>; and</li><li>6. costs to monitor the dark web for the appearance of any information accessed in the course of a <b>breach</b>;</li></ol> <p>but not including any overhead costs, general business expenses, salaries or wages incurred by <b>you</b> or any other person or entity entitled to coverage under this section.</p>
<b>Breach forensic costs</b>	<p>Costs <b>you</b> incur for:</p> <ol style="list-style-type: none"><li>1. computer forensic analysis conducted by outside forensic experts to:<ol style="list-style-type: none"><li>a. confirm whether or not a <b>breach</b> has occurred;</li></ol></li></ol>



- b. identify any affected **data subjects**; and
  - c. stop or contain the **breach**; and
2. outside legal fees necessary for the preservation of the lawyer-client privilege of forensic reports and findings.

<b>Claim</b>	Any written demand or civil, criminal, regulatory or arbitration proceeding or any assertion of liability or any written demand for financial compensation or injunctive relief first made against <b>you</b> within the <b>applicable courts</b> .
<b>Computer system</b>	Any <b>programs</b> , computer network, hardware, software, information technology or communications system, including any email system, intranet, extranet or website.
<b>Credit monitoring costs</b>	The reasonable and necessary costs incurred by <b>you</b> with <b>our</b> prior written agreement to provide credit monitoring services or other credit protection services to each affected <b>data subject</b> .
<b>Cyber attack</b>	Any digital attack designed to disrupt access to or the operation of a <b>computer system</b> , including but not limited to any: <ol style="list-style-type: none"><li>1. malicious search engine optimisation;</li><li>2. malicious clicking on any pay-per-click links;</li><li>3. crypto-jacking; or</li><li>4. denial of service attack or distributed denial of service attack.</li></ol>
<b>Cyber ransom losses</b>	Following an <b>illegal threat</b> : <ol style="list-style-type: none"><li>1. the reasonable and necessary fees of <b>our</b> appointed consultant, incurred by <b>you</b> with <b>our</b> prior written agreement, for advising <b>you</b> on the handling and negotiation of the ransom demand;</li><li>2. the cost of any ransom demand from the third-party or, if the demand is for goods or services, their market value at the time of the surrender; and</li><li>3. the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.</li></ol>
<b>Data asset</b>	Any electronic data or software.
<b>Data recovery costs</b>	The reasonable and necessary costs and expenses incurred with <b>our</b> prior written agreement to regain access to <b>your data asset</b> , or to replace, restore or repair <b>your data asset</b> from back-ups, originals, or other sources. <p>This does not include:</p> <ol style="list-style-type: none"><li>1. costs incurred after it has been established that <b>your data asset</b> cannot be replaced, restored or repaired, or access to it cannot be regained;</li><li>2. the economic value of <b>your data asset</b>, including the value of any trade secrets;</li><li>3. costs to restore, update, or replace <b>your data asset</b> to a level beyond that which existed prior to the event, unless <b>your data asset</b> can only be replaced, restored or repaired by purchasing a newer equivalent; or</li><li>4. costs to research or develop <b>your data asset</b> or to recreate, gather or assemble facts, concepts or information needed to reproduce <b>your data asset</b>.</li></ol>
<b>Data subject</b>	Any natural person who is the subject of <b>personal data</b> .
<b>Defence costs</b>	The reasonable and necessary lawyers' and experts' fees and legal costs incurred with <b>our</b> prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered <b>claim</b> .
<b>Dependent business</b>	Any individual or entity that provides <b>you</b> with <b>outsourced business processes</b> or <b>information technology services</b> pursuant to a written contract.
<b>Employee</b>	Any individual performing employment duties solely on <b>your</b> behalf in the ordinary course of <b>your business</b> and who is subject to <b>your</b> sole control and direction and to whom <b>you</b> supply the instruments and place of work necessary to perform such duties. This does not include

**you** or **your** sub-contractors or outsourcers.

**Hacker**

Anyone, including an **employee** of **yours**, who gains unauthorised access to or unauthorised use of **your computer system** or **your data asset** held by **you** or on **your** behalf.

**Illegal threat**

Any threat from a third-party, including an **employee** but not **you**, to:

1. damage, destroy or corrupt **your computer system**, a **data asset you** hold electronically or any data for which **you** are responsible, including by specifically introducing a **virus**; or
2. disseminate, divulge or use any electronically held commercial or personal information which:
  - a. **you** are responsible for; and
  - b. will cause commercial harm if made public, following any unauthorised external electronic access by that third-party; or
3. carry out a **cyber attack** against **you**.
4. not withdraw from doing anything in 1. to 3. above.

**Income**

The total income of **your business**, less any savings resulting from the reduced costs and expenses.

**Increased costs of working**

The reasonable and necessary costs and expenses incurred by **you** for the sole purpose of minimising the reduction in **income** during the **indemnity period**, but not exceeding the reduction in **income** saved.

**Indemnity period**

The period, in months, beginning at the date the interruption to **your business** commences and lasting for the period during which **your income** is affected as a result of such interruption, but for no longer than the number of months shown in the schedule.

**Information technology services**

Computer and electronic technology services, including but not limited to cloud computing and other hosted computer resources. However, this does not include any internet service provider or telecommunications provider.

**Insured equipment**

Any **property** shown on the schedule that forms part of your **computer system** used for **your business**, including but not limited to computers, servers, telephones, smartphones, tablets, televisions, printers, scanners, cameras, sensors, smart speakers and other internet connected devices.

**Insured person**

Any natural person who is, or during the **period of insurance** becomes, a statutory director, partner or officer of **you**.

**Loss**

Any financial harm caused to **your business**.

**Money**

Cash, coin, bank and currency notes, bullion, funds, cheques, registered cheques, travellers' cheques, postal orders, bank drafts, money orders or any electronic, digital, online or cryptocurrency.

**Operational error**

Any negligent act, error or omission by an **employee** or supplier of **yours** in the:

1. creation, handling, entry, modification or maintenance of any **data asset**; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching), and development of **your computer system**.

**Outsourced business processes**

Services supporting the operation of **your business** functions, including but not limited to human resources, call centre, and fulfilment services. This does not include the provision of products or services as part of **your** supply chain.

**PCI charges**

Any charges, fines, penalties, levies, costs, recertification costs, expenses, assessments, contractual damages or imposition of liabilities of any nature arising as a direct result of **your** failure to comply with **PCI DSS** due to a **breach**, including any sums in relation to card reissuance or fraudulent transactions.

<b>PCI DSS</b>	Payment Card Industry Data Security Standard or any similar or successor standard or regime.
<b>Personal data</b>	Any individually identifiable information about a <b>data subject</b> , including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.
<b>Privacy forensic costs</b>	The reasonable and necessary costs incurred by <b>you</b> with <b>our</b> prior written agreement for forensic services conducted by outside forensic experts to assist in the defence of a <b>claim</b> .
<b>Privacy investigation</b>	Any official examination, official inquiry or official investigation based on the same circumstances as any <b>breach</b> or <b>claim</b> under <b>What is covered, B. Claims and investigations against you</b> , Privacy liability 1. a., b., or d., conducted by any regulator, government department or other legally empowered body within the <b>applicable courts</b> .
<b>Privacy investigation costs</b>	The reasonable and necessary lawyers' and experts' fees and legal costs incurred with <b>our</b> prior written agreement in investigating, settling, defending, appealing or defending an appeal against a <b>privacy investigation</b> or an investigation for any actual or alleged breach of the Data Protection Act 2018 or General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.
<b>Property</b>	Tangible property.
<b>Public relations costs</b>	The reasonable costs incurred with <b>our</b> prior written agreement: <ol style="list-style-type: none"> <li>1. for a public relations or crisis management consultant to assist <b>you</b> in re-establishing <b>your</b> business reputation and to respond to media reports, including the development and communication of a strategy to repair <b>your</b> reputation;</li> <li>2. to issue statements via email or <b>your</b> website and social media accounts, including managing and monitoring <b>your</b> social media sites; and</li> <li>3. for any other reasonable and proportionate measures taken to protect or re-establish the reputation of <b>your business</b>.</li> </ol>
<b>Regulatory award</b>	Following a <b>privacy investigation</b> , any civil or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages, including but not limited to those imposed by any national, federal, state or local governmental body or any licensing organisation, if insurable in the jurisdiction where such award was first ordered, but not including <b>PCI charges</b> .
<b>Securities</b>	Negotiable and non-negotiable instruments or contracts, in physical or electronic form, which represent <b>money</b> or <b>property</b> .
<b>Security failure</b>	Any failure by <b>you</b> or by others on <b>your</b> behalf (including but not limited to <b>your</b> sub-contractors and outsourcers) in securing <b>your computer system</b> against unauthorised electronic access or use.
<b>Social engineering communication</b>	Any request directed to <b>you</b> or someone on <b>your</b> behalf by a person improperly seeking to obtain possession or the transfer to a third-party of <b>money, securities</b> or <b>property</b> that such person or third-party is not entitled to, where such person improperly: <ol style="list-style-type: none"> <li>1. impersonates or claims to be another person who would be lawfully entitled to possession of or access to, or to authorise transactions in respect of, such <b>money, securities</b> or <b>property</b> had they made such a request; or</li> <li>2. assumes the identity of another person who <b>you</b> or someone on <b>your</b> behalf reasonably believes exists and would be lawfully entitled to possession of or access to such <b>money, securities</b> or <b>property</b> had they existed and made such request.</li> </ol>
<b>Subsidiary</b>	An entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar: <ol style="list-style-type: none"> <li>1. that has been identified in the presentation of the risk for this <b>policy</b> and of which <b>you</b> own more than 50% of the book value of the assets or of the outstanding voting rights on the first day of the <b>period of insurance</b>; or</li> <li>2. which <b>you</b> acquire during the <b>period of insurance</b>: <ol style="list-style-type: none"> <li>a. where the turnover at the date of acquisition is less than 10% of <b>your</b> existing turnover;</li> </ol> </li> </ol>

- b. where the acquired entity's business is the same as **yours**; and
- c. which has not suffered any loss or been subject to any claim with a value greater than the **excess**, which would have been covered under this section of the **policy**.

**Time excess**

The period shown in the schedule as the time excess, being the period immediately following an interruption during which no cover is provided under **What is covered, A. Your own losses**, e. Business interruption losses, f. Reputation protection, Operational error or Dependent business interruption.

**You/your**

Also includes:

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

**What is covered**

**A. Your own losses**

If during the **period of insurance**, and in the course of **your business** or **advertising**, you discover or reasonably suspect any:

- 1. **breach**;
- 2. **security failure**;
- 3. **illegal threat**; or
- 4. **cyber attack** against **you**;

**we** will pay:

Breach costs

- a. **breach costs**;

Cyber ransom losses

- b. **cyber ransom losses**;

Cyber attack losses

- c. **additional business expenses**, including but not limited to:
  - i. the increased cost of power;
  - ii. the increased cost of internet usage;
  - iii. the reasonable and necessary costs to restore **your** search engine rating; and
  - iv. the cost of any malicious pay-per-click clicks, suffered or incurred by **you** as a direct result of a **cyber attack**;

Data recovery costs

- d. **data recovery costs**;

Business interruption losses

- e. **your**:
  - i. loss of **income**;
  - ii. **increased costs of working**; and
  - iii. **additional increased costs of working**, where shown on the schedule;
 resulting solely and directly from a partial or total interruption to **your business** commencing during the **period of insurance** and lasting longer than the **time excess**;

Reputation protection

- f.
  - i. **public relations costs**; and
  - ii. **your** loss of **income** and any **increased costs of working** resulting solely and directly from the damage to **your** reputation; and

Key person cover

- g. the reasonable and necessary costs incurred by **you** with **our** prior written agreement to engage a consultant to:
  - i. undertake the day-to-day work of a senior manager or director to the extent that

such individual is unable to fulfil his or her usual responsibilities as a direct result of their time being diverted to the management of a covered **breach, security failure, illegal threat or cyber attack**; or

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

Breach by suppliers

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

**The following covers are also provided where shown in the schedule:**

Operational error

If **you** suffer an interruption to **your business**, which commences during the **period of insurance** and lasts longer than the **time excess**, and which is caused by a an **operational error**, **we** will indemnify **you** against any:

1. loss of **income**;
2. **increased costs of working**;
3. **additional increased costs of working**, where shown on the schedule;
4. **data recovery costs**; and
5. **public relations costs**;

resulting solely and directly from such **operational error**.

Dependent business interruption

If **you** suffer an interruption to **your business**, which commences during the **period of insurance** and lasts longer than the **time excess**, and which is caused by a **dependent business** suffering a **security failure or cyber attack**, **we** will indemnify **you** against any:

1. loss of **income**;
2. **increased costs of working**;
3. **additional increased costs of working**, where shown on the schedule;
4. **data recovery costs**; and
5. **public relations costs**;

resulting solely and directly from such **security failure or cyber attack**. For the purposes of this cover, the **dependent business** shall be treated as 'you' for the purposes of the definition of **security failure**.

**B. Claims and investigations against you**

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

Privacy liability

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

Privacy investigations

2. **you** are the subject of a **privacy investigation**;

GDPR investigations

3. **you** are the subject of an official examination, official inquiry or official investigation based on any actual or suspected breach of the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation;

PCI liability

4. any party brings a **claim** against **you** for any actual or alleged breach of **PCI DSS**;

Online liability

5. any party brings a **claim** against **you** for any actual or alleged:
  - a. infringement of any intellectual property rights;

Network security and personal data events	<ul style="list-style-type: none"> <li>b. defamation, including but not limited to libel, slander, trade libel, product disparagement or malicious falsehood; or</li> <li>c. breach of any licence;</li> </ul> <p>which directly arises from the content of <b>your</b> email, business social media accounts, intranet, extranet or website, including alterations or additions made by a <b>hacker</b>; or</p> <ul style="list-style-type: none"> <li>6. any party brings a <b>claim</b> against <b>you</b> for any actual or alleged: <ul style="list-style-type: none"> <li>a. transmission of a <b>virus</b>;</li> <li>b. denial of service attack against a third party;</li> <li>c. unauthorised acquisition, access, use, or disclosure of <b>personal data</b> or confidential corporate information that is held or transmitted in any form; or</li> <li>d. prevention of authorised electronic access to any <b>computer system, personal data</b> or confidential corporate information;</li> </ul> </li> </ul> <p><b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>a. the amount agreed by <b>you</b> and <b>us</b> through good faith negotiation, mediation or some other form of alternative dispute resolution to settle the <b>claim</b> or the amount to satisfy a judgment or arbitration award against <b>you</b>, including any judgment or award ordering <b>you</b> to pay claimants' lawyers' fees and costs;</li> <li>b. any <b>regulatory award</b>;</li> <li>c. <b>PCI charges</b>;</li> <li>d. <b>privacy forensic costs</b> and <b>privacy investigation costs</b>; and</li> <li>e. <b>defence costs</b>, but <b>we</b> will not pay costs for any part of a <b>claim, privacy investigation</b> or investigation not covered by this section.</li> </ul>
<b>C. Financial crime and fraud</b>	<p>If during the <b>period of insurance</b>, and in the course of <b>your business</b> within the <b>geographical limits</b>, <b>you</b> discover a <b>loss</b> directly from:</p>
Electronic theft	<ul style="list-style-type: none"> <li>1. the criminal taking or misappropriation by electronic means of <b>money, securities</b>, or <b>property</b> belonging to <b>you</b>;</li> </ul>
Telephone toll fraud	<ul style="list-style-type: none"> <li>2. the unauthorised and criminal use by someone, other than <b>you</b> or an <b>employee</b>, operating outside of premises used for <b>your business</b>, of any telephone lines used by <b>you</b>, including but not limited to fixed line, voice over internet protocol and mobile;</li> </ul>
Social engineering	<ul style="list-style-type: none"> <li>3. the transfer by <b>you</b> of <b>your money, securities</b> or <b>property</b> in direct response to a <b>social engineering communication</b>;</li> </ul>
Client social engineering loss	<ul style="list-style-type: none"> <li>4. a client transferring <b>money, securities</b> or <b>property</b>, which <b>you</b> were entitled to receive, to a third-party in direct response to a <b>social engineering communication</b> purportedly sent from <b>your computer system</b> as a direct result of a <b>hacker</b>.</li> </ul> <p>For the purposes of this cover:</p> <ul style="list-style-type: none"> <li>a. the client shall be treated as 'you' for the purposes of the definition of <b>social engineering communication</b>; and</li> <li>b. the definition of <b>hacker</b> does not include any of <b>your employees</b>, sub-contractors or outsourcers.</li> </ul>
Fraudulent use of your electronic identity	<ul style="list-style-type: none"> <li>5. the fraudulent or dishonest use of the electronic identity of <b>your business</b>, including but not limited to: <ul style="list-style-type: none"> <li>a. the obtaining of credit in <b>your</b> name;</li> <li>b. the electronic signing of any contract;</li> <li>c. the creation or use of a website designed to copy or imitate that of <b>your business</b>; or</li> <li>d. the use by a third-party of <b>your</b> digital or electronic identity;</li> </ul> </li> </ul> <p><b>we</b> will pay:</p>

- a. the value or amount of any taken or misappropriated **money, securities or property** or, in the case of telephone toll fraud, the cost to **you** of the fraudulent calls;
- b. the reasonable and necessary costs incurred with **our** prior written agreement to extricate **your business** from any contract or arrangement entered into through such fraudulent or dishonest use of the electronic identity of **your business**; and
- c. **public relations costs.**

**D. Property damage**

If during the **period of insurance** and in the course of **your business**, any **insured equipment** is rendered unusable as a direct result of a **security failure, cyber attack** against **you, hacker** or transmission of a **virus, we** will cover the costs of repairing or replacing the unusable part.

**E. Additional covers**

The following additional covers are provided up to the corresponding limit of indemnity shown on the schedule.

Repeat event mitigation

Following any payment under **What is covered A. to C.** above, **we** will pay the reasonable and necessary costs and expenses incurred by **you** with **our** prior agreement to:

1. upgrade existing hardware or software forming part of **your computer system**; and
2. obtain risk management advice,

which is necessary to prevent or minimise the chance of a reoccurrence of the event that gave rise to the payment under this section.

Directors' personal cover

If:

1. any **insured person** suffers a direct financial loss; or
2. a claim is brought against an **insured person**;

in their personal capacity but which would have been covered under this section if the same claim had been brought against **you** or if **you** had suffered the same loss, **we** will cover the **insured person** under this section as if they were **you**.

Court attendance compensation

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

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**What is not covered**

A. **We** will not make any payment for any **claim, loss** or any other liability under this section directly or indirectly due to:

Breach of professional duty

1. any **claim** under **What is covered, B. Claims and investigations against you, 1.** Privacy liability arising from the provision by **you** of any professional advice or services, other than where the **claim** arises out of the activities of a **hacker**.

Infrastructure failure

2. any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider. However, this exclusion does not apply where **you** provide such services as part of **your business**.

Intellectual property

3. any actual or alleged infringement, use or misappropriation of any intellectual property, including but not limited to patent, trade secret, copyright, trademark, trade dress, service mark, service name, title or slogan, or any publicity rights violations, cybersquatting violations, moral rights violations, or any act of passing-off. However, this exclusion does not apply to any otherwise covered **claim**:
  - a. arising directly due to a **breach** by a third party;
  - b. arising directly due to a **security failure**; or
  - c. under **What is covered, B. Claims and investigations against you, 5. Online liability.**

Hack by director or partner

4. any individual **hacker** within the definition of **you**.

Destruction of

5. any loss, theft, damage, destruction or loss of use of any **property**. However, this does

tangible property	<p>not apply to any:</p> <p>a. <b>breach</b>, which is itself caused by the loss or theft of data; or</p> <p>b. damage covered under <b>What is covered, D. Property damage</b>.</p>
Bodily injury	<p>6. any death or bodily injury or disease suffered or alleged to be suffered by anyone. However, this exclusion does not apply to any part of a <b>claim</b> seeking damages for mental anguish or distress where such damages solely stem from a covered <b>claim</b> for defamation or breach of privacy.</p>
System degradation or performance	<p>7. any:</p> <p>a. degradation, deterioration or reduction in performance of <b>your computer system</b> caused gradually or as a result of the recommended use or <b>your</b> ordinary use of the system; or</p> <p>b. loss of, reduction in or loss of use of bandwidth, unless caused by an identifiable malicious act;</p> <p>including where caused by increased use of the <b>computer system</b> or by steps taken by <b>you</b> to upgrade the system. However, this exclusion does not apply to any covered <b>loss</b> under <b>What is covered, A. Your own losses</b>, Operational failure.</p>
Outdated systems	<p>8. the use by <b>you</b> of any software or systems that are unsupported by the developer.</p>
Seizure and confiscation	<p>9. any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority, or any order by such authority to take down, deactivate or block access to <b>your computer system</b>.</p>
Damage to property caused by terrorism	<p>10. damage to <b>property</b> caused by <b>terrorism</b>. This exclusion only applies to the cover under <b>What is covered, D. Property damage</b>.</p>
War	<p>11. <b>war</b>.</p>
Nuclear risks	<p>12. <b>nuclear risks</b>.</p>
Insolvency	<p>13. <b>your</b> insolvency or the insolvency of <b>your</b> suppliers, sub-contractors and outsourcers.</p>
Pre-existing problems	<p>14. anything likely to lead to a <b>claim, loss</b> or other liability under this section, which <b>you</b> knew or ought reasonably to have known about before <b>we</b> agreed to insure <b>you</b>.</p>
Dishonest and criminal acts	<p>15. any:</p> <p>a. fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business, or any knowing or wilful violation of a law, whether committed by <b>you</b> or committed by another whose conduct or violation of the law <b>you</b> have ratified or actively condoned; or</p> <p>b. act <b>you</b> knew, or reasonably ought to have known at the time <b>you</b> performed it, would give rise to a <b>claim, loss</b> or any other liability under this section. This includes any statement <b>you</b> knew, or ought reasonably to have known, was defamatory at the time of publication.</p> <p>However, this exclusion will not apply unless:</p> <p>i. such conduct, violation of the law or act has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding;</p> <p>ii. such conduct, violation of the law or act has been established by <b>your</b> admission in a proceeding or otherwise; or</p> <p>iii. <b>you</b> or <b>we</b> discover evidence of such conduct, violation of the law or act;</p> <p>at which time <b>you</b> shall reimburse <b>us</b> for all payments made by <b>us</b> in connection with such conduct, violation of the law or act and all of <b>our</b> duties in respect of that <b>claim, loss</b> or other liability under this section shall cease.</p>
Reckless conduct	<p>16. any conduct committed by <b>you</b> in reckless disregard of <b>your</b> or another person's or business' rights or <b>your business</b> interests.</p>



This exclusion does not apply to a covered **claim** for defamation. However, **we** will not in any event make any payment for any **claim** for defamation arising from any statement **you** knew, or ought reasonably to have known:

- a. was defamatory at the time of publication; and
    - i. was untrue; or
    - ii. could not reasonably be proved by **you** to be true.
- Personal social media 17. any post from a social media account that does not belong to **your business**.
- Fraudulent use of your electronic identity 18. the fraudulent or dishonest use of the electronic identity of **your business**. However, this exclusion does not apply to:
  - a. any covered **claim** or **loss** under **What is covered, C. Financial crime and fraud**; or
  - b. any **claim** under **What is covered, B. Claims and investigations against you** arising as a direct result of a **hacker**.
- Natural perils 19. fire, flood, storm, lightning, frost, explosion or extremes of weather or temperature. However, this exclusion does not apply to any **claim, loss** or any other liability arising directly from a **breach**, which is itself caused by such natural peril.
- Claims brought by a related party B. **We** will not make any payment for:
  - 1. any **claim** brought by any person or entity 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.

However, this exclusion does not apply to a **claim** based on a liability to an independent third-party directly arising out of **your business**.

Online liability claims by employees 2. any **claim** under **What is covered, B. Claims and investigations against you, 5.** Online liability made by any person or entity that **you** currently employ or engage, or formerly employed or engaged, including but not limited to **employees**, sub-contractors and outsourcers.

Fines, penalties and sanctions 3. criminal, civil or regulatory sanctions, fines, penalties, disgorgement of profits, punitive damages, exemplary damages, treble damages or multiple damages which **you** are legally obliged to pay, including but not limited to those imposed by any national or local governmental body or any licensing organisation.

However, this exclusion does not apply to:
 
  - a. **PCI charges**; or
  - b. **regulatory awards**.

Claims outside the applicable courts 4. any **claim, privacy investigation** or investigation brought or commenced outside the **applicable courts**.

This applies to proceedings in the **applicable courts** to enforce, or which are based on, a judgment or award from outside the **applicable courts**.

Non-specific investigations 5. any **privacy investigation** or investigation arising from any routine regulatory supervision, inquiry or compliance review, any internal investigation or any investigation into the activities of **your** industry which is not solely related to any actual or alleged breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for **personal data** by **you**.

## How much we will pay

**We** will pay up to the overall limit of indemnity shown in the schedule for the total of all claims under each section or sections within **What is covered**, including all costs and expenses, unless limited below or otherwise in the schedule.

The amount **we** pay for a particular type of **claim** or **loss** may be further limited in the schedule.

Excess	<p><b>You must:</b></p> <ol style="list-style-type: none"> <li>1. pay the relevant <b>excess</b> shown in the schedule; and</li> <li>2. bear any loss or expense suffered during the <b>time excess</b> in respect of each covered:             <ol style="list-style-type: none"> <li>a. partial or total interruption to <b>your business</b>;</li> <li>b. <b>loss</b> under <b>What is covered, A. Your own losses</b>, Operational error, Dependent business interruption or Reputation protection f.ii.</li> </ol> </li> </ol> <p>The <b>excess</b> shown in the schedule is not payable in respect of any <b>loss</b> in respect of which <b>you</b> have borne the <b>time excess</b>.</p>
72-hour excess waiver	<p>If <b>you</b> notify <b>us</b> within 72 hours of <b>your</b> first awareness of any actual or reasonably suspected <b>breach</b>, the <b>excess</b> will not apply against any <b>losses</b> suffered as a result of the <b>breach</b>. This waiver does not apply to any <b>time excess</b>.</p>
Overheads and business expenses	<p>Any amounts to be paid by <b>us</b> shall not include or be calculated based on any of <b>your</b> overhead expenses, <b>your</b> liability for debt, taxes, lost costs or profits, salaries or wages ordinarily incurred in the performance of <b>your business</b>, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving <b>your</b> security or performing audits. However, this does not apply to any costs or expenses covered under <b>What is covered, E. Additional covers</b>, Repeat event mitigation or <b>What is covered, A. Your own losses</b>, c. Cyber attack losses.</p>
Damage to your insured equipment	<p>For physical damage to <b>insured equipment</b> covered under <b>What is covered, D. Property damage</b>, at <b>our</b> option <b>we</b> will cover the costs of repairing or replacing the unusable part, not including any <b>data recovery costs</b>.</p>
Business interruption	<p>Following a covered interruption, or a covered <b>loss</b> under <b>What is covered, A. Your own losses</b>, f. Reputation protection, Operational error or Dependent business interruption, <b>we</b> will pay the difference between <b>your</b> actual <b>income</b> during the <b>indemnity period</b> and the <b>income</b> it is estimated <b>you</b> would have earned during that period or, if this is <b>your</b> first trading year, the difference between <b>your income</b> during the <b>indemnity period</b> and during the period immediately prior to the interruption or <b>loss</b>, less any savings resulting from the reduced costs and expenses <b>you</b> pay out of <b>your income</b> during the <b>indemnity period</b>. <b>We</b> will also pay for <b>increased costs of working</b>.</p>
Repeat event mitigation	<p>The most <b>we</b> will pay under <b>What is covered, E. Additional covers</b>, Repeat event mitigation is 10% of the amount of the corresponding <b>claim, loss</b> or liability, or the amount shown on the schedule, whichever is lower.</p> <p>For the costs of upgrading software covered under <b>What is covered, E. Additional covers</b>, Repeat event mitigation, where any such upgrade requires the purchase of a software license, the most <b>we</b> will pay is the cost of a license for 12 months.</p> <p>Any amount <b>we</b> pay under <b>What is covered, E. Additional covers</b>, Repeat event mitigation, is included within and not in addition to the corresponding limit of indemnity for the event that gave rise to the payment of such mitigation costs.</p>
Directors' personal cover	<p>Any amount <b>we</b> pay under <b>What is covered, E. Additional covers</b>, Directors' personal cover, is included within and not in addition to the overall limit of indemnity for the section within <b>What is covered</b> under which the claim or loss would have been covered if it were brought against, or suffered by, <b>you</b>.</p>
Non-sterling losses	<p>All sums payable under this section of the <b>policy</b> will be paid in Pounds Sterling. Where any amount under this <b>policy</b> has been suffered or incurred in a different currency, <b>we</b> will calculate the amount of <b>our</b> payment by reference to the relevant exchange rate on the day the <b>loss</b> was suffered or the cost or expense incurred. For the purposes of calculating such amounts, where listed, <b>we</b> will use the exchange rate published in the Financial Times on the day the <b>loss</b> was suffered or the cost or expense incurred (or the next day on which the Financial Times is published if it is not published on the day in question).</p>

Defence arrangements

**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, privacy investigation, investigation or loss**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim, privacy investigation, investigation or loss**.

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.

**We** will not pay any costs or expenses for any part of any **claim, loss** or any other liability not covered by this section.

Paying out the limit of indemnity

At any stage of a **claim, loss** or other liability under this section, **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay covered costs and expenses already incurred at the date of **our** payment. **We** will then have no further liability for that **claim, loss** or liability, including any costs or expenses.

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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 within the **period of insurance**, or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry, of **your** first awareness of:
  - a. any **claim, loss** or other liability under this section; or
  - b. anything which is likely to give rise to a **claim, loss** or other liability under this section.

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

Cyber extortion

2. **We** will not make any payment under **What is covered, A. Your own losses**, b. Cyber ransom losses unless:
  - a. the ransom was paid, or the goods or services were surrendered, under duress;
  - b. before agreeing to the payment of the ransom or the surrender of goods or services, **you** made all reasonable efforts to determine that the **illegal threat** was genuine and not a hoax;
  - c. an individual within the definition of **you** agreed to the payment of the ransom or the surrender of the goods or services;
  - d. **you** inform, or allow **us** to inform, the appropriate law enforcement authorities where any **illegal threat** was made; and
  - e. **you** keep **us** fully informed of all developments concerning any **illegal threat** or ransom demand.

Cyber attack losses

3. If **you** suffer a **loss** under **What is covered, A. Your own losses**, c. Cyber attack losses, **you** must take all reasonable steps to negotiate with the supplier of any services to reduce or waive any charges relating to services that were not legitimately incurred for the purposes of **your business**. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Admissions and offers

4. When dealing with any client or third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Client social engineering

5. If **you** suffer a **loss** under **C. Financial crime and fraud**, 4. Client social engineering loss, **you** must give **us** all assistance **we** reasonably require to pursue a recovery against **your** client, in **your** name but at **our** expense.

## Public and products liability

### Policy wording

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>Abuse or molestation</b>	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.
<b>Abuse or molestation retroactive date</b>	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Computer or digital technology</b>	Any <b>programs</b> , 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.
<b>Computer or digital technology error</b>	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none"> <li>1. creation, handling, entry, modification or maintenance of; or</li> <li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of;</li> </ol> any <b>computer or digital technology</b> .
<b>Cyber attack</b>	Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to: <ol style="list-style-type: none"> <li>1. gain access to;</li> <li>2. extract information from;</li> <li>3. disrupt access to or the operation of; or</li> <li>4. cause damage to:</li> </ol> any data or <b>computer or digital technology</b> , including but not limited to any: <ol style="list-style-type: none"> <li>a. <b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li> <li>b. denial of service attack or distributed denial of service attack.</li> </ol>
<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 business</b> who is: <ol style="list-style-type: none"> <li>1. employed by <b>you</b> under a contract of service or apprenticeship;</li> <li>2. hired to or borrowed by <b>you</b>;</li> <li>3. under <b>your</b> control or supervision and is self-employed or working on a labour-only basis;</li> <li>4. engaged by labour-only sub-contractors;</li> <li>5. a labour master or a person supplied by him;</li> <li>6. engaged under a work experience or training scheme;</li> </ol>

7. a voluntary worker engaged with **your** permission.

**Hacker**

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

**Inefficacy**

The failure of any of **your products** or any service, process or system provided or managed by **you** to perform the function or serve the purpose for which it was intended.

**Personal data**

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

**Personal injury**

False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy.

**Pollution**

Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

**Products**

Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by **you**.

**Property damage**

Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.

**Tool of trade**

Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation. This does not include **drones**.

**You/your**

Also includes any person who was, is or during the **period of insurance** becomes **your** director, partner, trustee, committee member, senior manager or officer in actual control of **your** operations.

**What is covered**

Claims against you

If, as a result of **your business**, any party brings a claim against **you** for:

- a. **bodily injury**, other than **abuse or molestation**, or **property damage** occurring during the **period of insurance**;
- b. **personal injury** or **denial of access** committed during the **period of insurance**,

**we** will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any **employee** when they are acting on **your** behalf in whatever capacity.

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

Abuse or molestation claims

If, as a result of **your business**, any party brings a claim against **you** during the **period of insurance** for **abuse or molestation** committed after the **abuse or molestation retroactive date**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any **employee** when they are acting on **your** behalf in whatever capacity. However, **we** will not in any event provide cover to any party who commits, condones or ignores any **abuse or molestation**.

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

Overseas personal liability

**We** will indemnify **you** and if **you** so request, any of **your** directors, partners, trustees, committee members, **employees** or the spouse of any such person against legal liability as a result of **bodily injury**, **property damage** or **personal injury**, which falls within the scope of **What is covered**. Claims against you, incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than where such liability:

- a. arises out of:
  - i. any loss of a third-party's key or electronic pass card;
  - ii. any failure to secure a third-party's premises;
  - iii. the ownership or occupation of land or buildings; or
- b. is covered by any other insurance.

Claims against principals

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

- a. party individually stated in the Public and products liability section of the schedule under Named third parties; or
  - b. other party with whom **you** have entered into a contract or agreement in connection with **your business**;
- and **you** are liable for that claim, **we** will treat such claim as if it had been made against **you** and make the same payment to such party that **we** would have made to **you**, provided that they:
- i. have not, in **our** reasonable opinion, caused or contributed to the claim against them;
  - ii. accept that **we** can control the claim's defence and settlement in accordance with the terms of this section;
  - iii. have not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
  - iv. give **us** the information and co-operation **we** reasonably require for dealing with the claim.

Cross liabilities

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

Criminal proceedings costs

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

Loss of third-party keys

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

Failure to secure third-party premises

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

Unauthorised use of third-party telephones by your employees

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

Defective Premises Act

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

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

- a. liability where **you** are entitled to cover under any other insurance;

- b. costs of remedying any actual or alleged defect, which if not remedied may result in a claim.

**Additional cover**

Court attendance compensation

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

**What is not covered**

Property for which you are responsible

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

1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
  - a. vehicles or personal effects belonging to **your employees** or visitors, while on **your** premises;
  - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
  - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement;
  - d. loss of a third-party's keys or electronic pass cards.
2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, **drone**, hovercraft, self-balancing motorised scooter, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

- a. any **tool of trade**;
- b. the loading or unloading of any vehicle off the highway.

Injury to employees

3. **bodily injury** to any:
  - a. **employee**; or
  - b. person supplied by **you** to a client under contract which occurs anywhere other than at **your** premises.

Pollution

4. a. i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
  - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
- b. any **pollution** occurring in the United States of America or Canada.

Cyber incidents

5. contributed to by, resulting from or in connection with any:
  - a. **cyber attack**;
  - b. **hacker**;
  - c. **computer or digital technology error**; or
  - d. any fear or threat of 5.a. to 5.b. above; or
  - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.d. above.

Professional advice

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

Treatment or care

7. the provision of or failure to provide any treatment or care of a person or animal, other than the provision of first aid in connection with **your business**.

Tour operator's liability	<p>8. any <b>business</b> activity where <b>you</b> are deemed in law to be liable, purely as a result of:</p> <ul style="list-style-type: none"> <li>a. the Package Travel and Linked Travel Arrangements Regulations 2018;</li> <li>b. any similar or successor legislation; or</li> <li>c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.</li> </ul>
Your products	<p>9. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts.</p> <p>10. a. any <b>products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b>;</p> <p>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>;</p> <p>c. any <b>products</b> relating to <b>drones</b> or self-balancing motorised scooters.</p>
Inefficacy	11. <b>inefficacy</b> .
Deliberate or reckless acts	12. any act, breach, omission or infringement <b>you</b> 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	13. the actions of any person supplied by <b>you</b> to a client under contract.
Contracts	14. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Terrorism, war or nuclear	<p>15. contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> <li>a. <b>terrorism</b>;</li> <li>b. <b>war</b>;</li> <li>c. <b>nuclear risks</b>;</li> <li>d. any fear or threat of 15.a. to 15.c. above; or</li> <li>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 15.a. to 15.d. above.</li> </ul> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of 15.a. above, it will be for you to show that the clause does not apply.</p>
Personal data	16. contributed to by, resulting from or in connection with any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to <b>personal data</b> .
Asbestos	<p>17. <b>asbestos risks</b>.</p> <p>B. <b>We</b> will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Geographical limits	<p>4. any claim brought against <b>you</b>:</p> <ul style="list-style-type: none"> <li>a. resulting from any work <b>you</b> undertake in any country outside the <b>geographical limits</b>; or</li> </ul>



- b. for **bodily injury** or **property damage**, arising from any **products**, occurring in any country outside the **geographical limits**.

Excess

5. the amount of any relevant **excess**.

## How much we will pay

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

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

### Special limits

Abuse or molestation

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

Products

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

Pollution

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

Claims brought against you in USA or Canada

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

Criminal proceedings costs

The most **we** will pay for the costs to defend criminal or regulatory actions or proceedings is the amount stated in the schedule. This applies to all actions and proceedings brought against **you** and **your employees** during the **period of insurance**.

Unauthorised use of third-party telephones by your employees

For claims arising from the unauthorised use of a third-party's telephone systems, the most **we** will pay is the amount stated in the schedule for the total of all such claims and their **defence costs**.

### Additional cover

Court attendance compensation

**We** will pay **you** compensation, as stated in the schedule, for each day or part day that any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or other **employees** are required to attend court in relation to a claim covered under this section. The most **we** will pay for the total of all court attendance covered under this section is stated in the schedule.

Paying out the limit of indemnity

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

## Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us**:
  - a. immediately and in any event within seven days of:
    - i. a claim or anything which may give rise to a claim for or arising out of **bodily injury** or **abuse or molestation**;
    - ii. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any director, partner, trustee, committee member or **employee** has committed **abuse or molestation**; or
    - iii. any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body.
  - b. promptly of any other claim or anything which may give rise to any other claim

against **you**, including **your** discovery that **products** are defective.

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

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

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

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

2. When dealing with **your** client or a third party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment that **we** have suffered as a result.

Correcting problems

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.

## 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 not wholly covered by this section or is brought against **you** and any other party who is not covered under this section, then at the outset of the **claim**, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any **claim** or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

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 the 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 Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such Queen's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.

## Terms of business

Please read this document carefully as it sets out our terms and contains important regulatory and statutory information.

**Definitions - We/us/our** means IB (UK) Ltd t/as PolicyBee, 14 Brightwell Barns, Waldringfield Road, Ipswich IP10 0BJ.

**Status - IB (UK) Ltd t/as PolicyBee is an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN. Our FCA register number is 945969.**

This can be checked by clicking here, <https://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

### If you have a complaint

We aim to provide you with a high level of customer service at all times. If you're not satisfied in any way, please contact Kerri-Ann Hockley, Head of Customer Service, on 0345 222 5364 or by emailing her - [kerri-ann@policybee.co.uk](mailto:kerri-ann@policybee.co.uk).

We'll follow our complaint handling procedure, available on request. If you're still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

Further details can be obtained here: <https://www.financial-ombudsman.org.uk/publications/ordering-leaflet/leaflet>.

### Online Dispute Resolution (ODR)

If you bought your policy online through our website, you may also submit a complaint through the ODR platform <http://ec.europa.eu/odr>.

### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business/circumstances of the claim. Further details are available by downloading the [Protecting your Money FSCS Leaflet \(pdf\)](#).

### Our services

These include: assessing your needs and making a personal recommendation about your insurance, arranging your cover and helping you with any policy changes you, we or the insurer make. As part of our service, we'll also help you with any claim.

We conduct a fair and personal analysis of the market to meet your demands and needs. Sometimes, this means we'll only offer products from a single insurer but we'll let you know who this is.

We act as your agent when finding your insurance and putting it in place, and when you make a claim. We act as the insurer's agent when we collect your premium and we'll let you know if there are other situations where we are acting on behalf of the insurer.

### Our remuneration

This is commission, which is a percentage of the premium paid by you; commission may well include a profit share arrangement that your policy may contribute towards. If any fee is due, we'll agree this with you before you purchase the policy.

We are committed to ensuring complete transparency of our remuneration and we will, at your request fully disclose our remuneration.

### Fair presentation of risk

Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk. This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not - should you require additional explanation of what constitutes a material circumstance, please contact us immediately.

You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information.

If you feel you have not been able to do so, please advise us, so we can allow underwriters to make further enquiries if they wish to do so.

You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith.

Any deliberate or reckless misrepresentation may involve part, or your entire claim being declined and in some circumstances; the Insurer may be entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

### Security

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

### GDPR/Data Protection - how we use your data

We treat your personal information as private and confidential, and we're registered with the ICO as a Data Controller. We comply with the General Data Protection Regulation (GDPR) in all our dealings with your personal data. If you'd like specific information on how we use your personal data, and other rights you have under GDPR such as 'Right of Access', please contact us. You can review our privacy notice at: <https://www.policybee.co.uk/privacy-notice>.

Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of handling a contract of insurance or a claim on your behalf and any related activities, unless we have obtained the necessary consent from you or where we are required to by law or a regulatory body that has authority over us. We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

### Credit Checks

To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether your applications proceed.

Unless you contact us to confirm you do not want these searches to be carried out we will assume your consent has been given and proceed as above.

### Claims

You must notify us as soon as possible of a claim and circumstances which may give rise to a claim. In the event of a claim you should contact us and we will promptly advise you and pass all details to your Insurer. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have an agreement from your Insurer. We will remit claims payments to you as soon as possible after they have been received on your behalf. If an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

### Handling your money

Our financial arrangements with most insurance companies are on a 'risk transfer' basis. This means we act as agents of the insurer in collecting premiums and handling refunds. In these circumstances, money is deemed to be held by the insurer(s) arranging your policy. However, if risk transfer does not apply, we'll hold that money in a statutory trust account set up in accordance with the FCA Client Assets Sourcebook (CASS) and with our nominated bank. Holding money in line with CASS ensures your money is protected and used only for the settlement of Insurer accounts. We'll retain interest earned on money in a statutory trust account.

### Cancellation Clause

Your insurance may include a cancellation clause. Full cancellation details will be explained to you during the negotiation process. If you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers, giving notice of the cancellation. In the event of cancellation, insurers may return the pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned if the insurance is cancelled after inception, our commission will not usually be returnable.

### Financial Crime

The National Crime Agency (NCA) requires us to report any suspicious transactions to them. In these circumstances, we might ask for evidence of your identity. This could mean we ask to see your passport, a utility bill or a bank statement. For companies, we might want to see your Certificate of Incorporation or we may check the Companies House register.

### Health & Safety

We cannot be held responsible for any client who fails to comply with current Health & Safety (or other relevant) legislation.

### Termination

Our services may be terminated without cause or penalty by giving one month's notice in writing. If our services are terminated by you other than at the expiry of the policy, we will be entitled to retain the commission payable. The responsibility for handling claims reported after the date of termination shall, in the absence of an express agreement, be the responsibility of the party taking over the role.

### Law and Jurisdiction

These terms of business are written according to English law. Any legal action or proceedings arising out of or in connection with these terms of business fall under the jurisdiction of English courts.

### Contact us

Address: IB (UK) Ltd t/as PolicyBee, 14 Brightwell Barns, Waldringfield Road, Ipswich, IP10 0BJ  
Tel: 0345 222 5360  
Fax: 01473 357873

### **IB (UK) Ltd t/as PolicyBee's Fair Processing Notice**

We collect and process your information to provide insurance policies and to process claims. We also use your information 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 third parties such as insurers, loss adjusters, or our regulators.

If you have questions or concerns about how your information has been used, please call us on 0345 222 5360 or email [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk).

For more information about how we process your information and your rights regarding your personal information please see our full privacy notice at: [www.policybee.co.uk/info/privacy-notice.html](http://www.policybee.co.uk/info/privacy-notice.html).

### **Hiscox's Fair Processing Notice**

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.

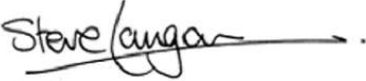
We may record telephone calls to help us monitor and improve the service we provide.

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).

## CERTIFICATE OF PUBLIC AND PRODUCTS LIABILITY INSURANCE

<b>Policy Number:</b>	14875241
<b>Name of Policyholder:</b>	Lighthouse Holistic Therapy Ltd
<b>Description of Activities:</b>	Complementary therapy
<b>Date of commencement of insurance policy:</b>	05/10/2021
<b>Date of expiry of insurance policy:</b>	04/10/2022 expiring at Midnight
<b>Limit of Indemnity:</b>	£1,000,000 each and every claim or loss, excluding defence costs and criminal proceedings costs

Signed on behalf of Hiscox Insurance Company Ltd



**Steve Langan**  
Managing Director, Hiscox UK and Ireland

### Notes:

- This insurance is subject to policy terms and conditions and any special terms notified to the insured.
- The certificate above shows that you are insured with an authorised insurer.
- The certificate (or any copy) must only be displayed whilst the policy remains active and within the policy period above.

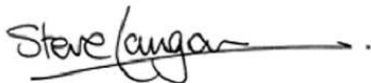
### About the insurer:

<b>Insurer</b>	Hiscox Insurance Company Ltd
<b>Company registration</b>	Registered in England number 70234
<b>Registered address</b>	1 Great St Helens, London EC3A 6HX
<b>Status</b>	Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

## **CERTIFICATE OF TREATMENT AND PROFESSIONAL LIABILITY INSURANCE**

**Policy Number:** 14875241  
**Name of Policyholder:** Lighthouse Holistic Therapy Ltd  
**Description of Activities:** Complementary therapy  
**Date of commencement of insurance policy:** 05/10/2021  
**Date of expiry of insurance policy:** 04/10/2022 expiring at Midnight  
**Limit of Indemnity:** £250,000 in the aggregate, including all costs

Signed on behalf of Hiscox Insurance Company Ltd



**Steve Langan**  
Managing Director, Hiscox UK and Ireland

### **Notes:**

- a. This insurance is subject to policy terms and conditions and any special terms notified to the insured.
- b. The certificate above shows that you are insured with an authorised insurer.
- c. The certificate (or any copy) must only be displayed whilst the policy remains active and within the policy period above.

### **About the insurer:**

**Insurer** Hiscox Insurance Company Ltd  
**Company registration** Registered in England number 70234  
**Registered address** 1 Great St Helen's, London EC3A 6HX  
**Status** Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

## Invoice

Your invoice from IB (UK) Ltd t/as PolicyBee

Reference no. 14875241

Issued on 04 October 2021

Lighthouse Holistic Therapy Ltd

For your Hiscox Insurance Company business insurance

Effective from 05/10/2021

Premium including IPT @ 12%	£380.39
Total	£380.39

Policy paid by recurring credit/debit card