Eversure Photography Insurance

Policy Wording

March 2026

General introduction section

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Thank you for choosing the Eversure Photography Insurance policy

Your policy has been designed to cover **your** insurance needs as a photographer or videographer.

Your policy is arranged by Eversure Limited and underwritten by AXA Insurance UK plc.

Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs or wish to cancel, please contact Eversure Limited at **https://www.eversure.com/contact.aspx** or by phone on **0330 094 5257**.

Your policy

Your policy is divided into a number of sections. The sections of cover that apply in addition to the **General introduction section** are shown under **Your cover summary** which is in the schedule. **Your cover summary** contains a list of sections available, but only those shown as 'insured' apply. Where a section does not apply **Your cover summary** will state that it is 'not insured' and this section will not be included within **your policy**.

Your policy is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation of the risk to **us** in accordance with the law.

Your policy describes the cover for which **we** have accepted **your** premium. The policy wording, schedule and any endorsements must be read together.

Your policy is renewable provided **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print. Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading **What is covered**, **we** give information on the insurance provided. This must be read with **What is not covered**, the **Policy conditions** and any **Section conditions** at all times.

Under the heading **What is not covered**, **we** draw **your** attention to what is excluded from **your policy**.

Important phone numbers

AXA claims telephone helpline

For professional indemnity claims	**01204 877 556**
For liability claims	**0370 600 2715**
For all other claims	**0370 600 2716**

Legal and tax advice* **0330 024 5346**

You can use this Legal helpline service 24 hours a day, seven days a week to discuss any legal or taxation problem which happens in the **policy territories** and during the **period of insurance**. Please quote AXA Commercial when **you** call.

Lifestyle counselling helpline and Online support services* **0334 770 1036**

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues.

Our specialists will help **you** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **your** general wellbeing.

Counsellors and information specialists are also trained to help **you** with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which **you** can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness.

Information is updated regularly by a team of experienced counsellors and information specialists.

You can access the Lifestyle Counselling Helpline on **0344 770 1036** or **you** can access the Online Support Service by visiting **www.arclegal.co.uk/carefirst**

IMPORTANT INFORMATION:

* The legal and tax advice helpline, and the lifestyle counselling helpline and online support services are provided by Arc Legal Assistance Ltd and may be serviced by a third party under their management. Arc Legal Assistance Ltd make no additional charge for providing these services.

Telephone calls may be monitored and recorded.

Making a claim

If **you** need to tell **us** about a claim, please first check **your policy** to make sure **you** are covered.

You must then follow the **Claims notification condition** and **Claims procedures condition** in this section. If any item(s) insured under **your policy** is lost, damaged or stolen, to consider the claim, **we** will request

- **Evidence of ownership** and/or evidence of hire in costs and/or a hire agreement
- any available photographs, taken before and after the event, showing the item(s).

For Professional indemnity claims, please see the **Claim circumstance condition**, the **Claim control and co-operation condition** and the **Claims notification condition** in the **Professional indemnity section**.

Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read the **Making a complaint** section.

Data protection notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights, please view **our** privacy policy at **www.axa.co.uk/privacy-policy.** If **you** do not have access to the internet, please contact **us** and **we** will send **you** a printed copy.

Eversure Limited are committed to protecting the confidentiality and security of the information provided by **you**. For details of how they use the personal information collected from **you** and **your** rights, please view their privacy policy at **https://www.eversure.com/privacy-policy.aspx**

Meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used unless otherwise defined under any section. There may be additional defined meanings in each section.

Business

Business shown in **your** schedule.

Excess

For the **Professional indemnity section**

The amount stated in **your** schedule, being the first amount of any **loss** for which **you** are responsible.

For all other sections

First amount of any claim or claims for which **you** are responsible.

Period of insurance

Period from the start date to the expiry date of **your** cover shown in **your** schedule.

Policy

The policy wording, schedule and any endorsements attached or issued.

Policy territories

For the **All risks section**

Either the United Kingdom or Worldwide as specified in **your** schedule for this section.

For the **Professional indemnity section**

Worldwide excluding the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada.

For all other sections

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

We/us/our

AXA Insurance UK plc.

You/your/yours/yourself

Person(s), firm, company or organisation shown in **your** schedule as the Insured.

Policy conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

1. Cancel **your policy**
2. Declare **your policy** void (treating **your policy** as if it had never existed)
3. Change the terms of **your policy**
4. Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

If **you** are unsure about these conditions or whether **you** need to notify **us** about any matter, please contact **us** or Eversure Limited.

Cancellation condition

1. **You** may cancel **your policy** within 14 days of receiving **your policy** at inception and within 14 days of renewal, if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.
2. **You** may cancel **your policy** at any time if the **business** is sold by **you** or **you** cease trading or **you** sell all the property insured shown in **your** schedule.
3. **We** can cancel **your policy**
   a. If **you** fail to make payment, or
   b. at any time by giving 30 days written notice to **your** last known address.

Where **your policy** is cancelled in accordance with any of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

We do not have to offer renewal of **your policy** and cover will cease on the expiry date.

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** of any change

1. to the **business**
2. in the person(s), firm, company or organisation shown in **your** schedule as the Insured
3. to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

If **you** wish to make any alteration to **your policy**, **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance.

Your policy will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

We do not have to accept any request to vary **your policy**.

If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claims notification condition

This condition applies throughout **your policy** with the exception of the **Professional indemnity section** which has its own **Claims notification condition**.

You must

1. as soon as practical
   a. give **us** notice of any circumstances which might lead to a claim under **your policy**
   b. give **us** all the information **we** request

2 immediately

   a on receipt send **us** every letter, court order, summons or other legal document served upon **you**

   b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **your policy**

   c notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

We will not pay **your** claim where **you** have not complied with this condition.

Claims procedures condition

This condition applies throughout **your policy** with the exception of the **Professional indemnity section** which has its own **Claim circumstance condition** and **Claim control and co-operation condition**.

1 **You** must take or allow others to take practical steps to prevent further injury, loss or damage, recover property lost and otherwise minimise the claim.

2 At **your** expense **you** must provide **us** with

   a full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require

   b any assistance to enable **us** to settle or defend a claim

   c details of any other relevant insurances.

3 **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.

4 Following a claim, **you** must allow **us** or anyone authorised by **us**

   a access to premises
   b to take possession of, or request delivery to **us** of any property insured.

5 **You** may not abandon any property to **us**.

6 **We** will be allowed complete control of any proceedings and settlement of the claim.

7 **We** will continue to communicate directly with **you** regarding **your** claim, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims management company, to act on **your** behalf.

8 **We** will assess **your** claim based on **our** approved supplier's or loss adjuster's view and interpretation, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims management company, to act on **your** behalf.

We will not pay **your** claim where **you** have not complied with this condition.

Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition then

1 if the failure to make a fair presentation of the risk is deliberate or reckless, **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premiums, or

2 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium, or

3 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can

- **a** reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable, and/or
- **b** treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.

4 Where **we** elect to apply one of the above then

- **a** if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal
- **b** **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal
- **c** **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal

depending on when the failure to make a fair presentation occurs.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**

1 knowingly makes a fraudulent or exaggerated claim under **your policy**, or

2 knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine), or

3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine)

we may take one or more of the following actions

- **a** refuse to pay the claim
- **b** recover any sums **we** have already paid to **you** in relation to the claim
- **c** cancel the **policy** from the date of the fraudulent act without any refund of premiums
- **d** make **your policy** void and keep the premium
- **e** share **your** information, or that of anyone acting for **you**, with the police, fraud prevention agencies and the Insurance Fraud Register (IFR). This may affect **your** future applications for insurance products.

For further information on how **your** details will be used please visit the IFR website **www.theifr.org.uk**

Instalments condition

If **you** fail to pay a premium instalment this could result in **your policy** being cancelled. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance**, the annual premium remains due in full.

Law applicable condition

You and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales will apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**.

Other insurance condition

If a claim is made under **your policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

1 a proportionate share of the claim, or
2 an amount beyond that which is or would be payable under the other insurance policy.

Reasonable care condition

You must take reasonable steps to

1 prevent or protect against injury, loss or damage
2 keep **your** premises, machinery, plant and equipment and all other property insured in good condition and in full working order
3 remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your premises** and/or activities of **your business** to carry out inspection or survey. **You** must complete any risk improvements that **we** ask for, within a reasonable period of time advised by **us** and ensure that all such improvements remain in place throughout the duration of this **policy**.

We will not pay **your** claim where **you** have not complied with this condition.

Renewal term agreement condition

If **your** schedule shows that a renewal term agreement is operative, certain terms and conditions have been agreed by **you** and **us** that regulate the annual premium at which **we** will offer renewal. The agreement is included as part of the insurance contract and if **we** offer renewal in accordance with the agreement **you** agree that **your policy** will be renewed each year up to the expiry date of the agreement shown in **your** schedule.

Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America and the sanctions laws of other territories to the extent that they are applicable.

Subrogation (our rights) condition

This condition applies throughout **your policy** with the exception of the **Professional indemnity section** which has its own condition.

We will be entitled to undertake in **your** name or on **your** behalf

1 the defence or settlement of any claim
2 steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

This contract is between **you** and **us**. The rights under this contract will not be enforceable by any other party because of the Contract (Rights of Third Parties) Act 1999.

Making a complaint

Eversure believe **you** deserve courteous, fair and prompt service. If there is any occasion when their service does not meet **your** expectations, please contact them using the contact details below

Sales and administration related complaints

Website: **www.eversure.com/contact-us**

Email: **complaints@eversure.com**

Telephone: **0330 094 5257**

Eversure Insurance
Bury House
1-3 Bury Street
Guildford
GU2 4AW

All other complaints

We aim to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations **we** want to hear about it so **we** can try to put things right. All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively, **you** can write to **us** at

AXA Insurance complaints

AXA Insurance UK plc
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

All claims complaints

Telephone: **01204 815359**

Email: **commercial.complaints@axa-insurance.co.uk**

When **you** make contact, please tell **us** the following information

- Name address and postcode, telephone number and e-mail address (if **you** have one)
- **Your** policy and/or claim number and the type of policy **you** hold
- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

Beyond AXA

If **we** haven't resolved **your** complaint within eight weeks, or **you** are unhappy with **our** final response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products.

You have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

The Financial Ombudsman Service

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: **0800 023 4567*** or **0300 123 9123****

Fax: **020 7964 1001**

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

Website: **www.financial-ombudsman.org.uk**

* free for people phoning from a 'fixed line' (for example, a landline at home)

** free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

Our promise to you

We will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored or recorded.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the **business** and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (**www.fscs.org.uk**).

Legal and tax advice or lifestyle counselling helplines

Arc Legal Assistance Ltd aim to get it right, first time, every time. If Arc Legal Assistance Ltd make a mistake, they will try to put it right straight away.

If **you** are unhappy with the service that has been provided, **you** should contact Arc Legal Assistance Ltd at the address below.

Arc Legal Assistance Ltd will always confirm to **you**, within five working days, that they have received **your** complaint.

Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **you** will receive a final response.

Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS).

Arc Legal Assistance Ltd

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5NE

Telephone: **01206 615000**

Email: **customerservice@arclegal.co.uk**

You can also refer to the Financial Ombudsman Service (FOS) if **you** cannot settle **your** complaint with Arc Legal Assistance Ltd or before they have investigated the complaint if both parties agree.

Compensation

Arc Legal Assistance Ltd is covered by the Financial Services Compensation Scheme (FSCS). If they fail to carry out their responsibilities under this section of the **policy**, **you** may be entitled to compensation from the FSCS.

Information about the scheme is available at **www.fscs.org.uk** or by phone on **0800 678 1100** or **020 7741 4100**.

All risks section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within this section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found in the **General introduction section** of **your policy**.

Accidental damage

An unexpected or unintentional and sudden event which has not happened or been caused on purpose and which is identifiable with a sudden event not otherwise excluded and causes damage to an **insured item** or **mobile phone** under **your policy**. This definition does not include **theft**.

Accidental loss

The unexpected or unintentional and sudden loss of an **insured item** which has not happened or been caused on purpose and which is identifiable with a specific event not otherwise excluded. This definition does not include **theft**.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where

1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer systems**.

Cyber incident

1 Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**

2 Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**.

Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Drone

Any drone or unmanned aerial vehicle (UAV) as defined by the Civil Aviation Authority belonging to **you**, a **family** member or any director or partner of the **business**.

Evidence of ownership

One or all of

1 an original receipt, invoice or credit agreement showing the item, amount paid, date of purchase, and, if available, the retailers details. Where the item comprises a **mobile phone**, this must also show the make and model and, if capable of connecting to a mobile network, the IMEI number.

2 a date and timestamped photograph of the item (showing serial numbers where possible) with the owners driving licence or passport included in the photograph.

3 a valuation or repair invoice, no more than 3 years old, from a reputable dealer or repairer showing the item make and model.

Family

Your mother, father, brother, sister, daughter, son, step-parent, step-child, step-sister or step-brother, spouse, domestic or civil partner who permanently reside with **you** at the same address (not including children who are students living away at school or university during term time) but not lodgers, tenants, paying guests, house or flat mates or domestic staff.

For the purposes of this definition, **you** also means a director or a partner of the **business** if **you** are a limited company or a partnership.

Flood

Damage caused by

1. the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
2. inundation from the sea
3. inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

whether resulting from storm or not.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Insured cause

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, people taking part in labour disturbances, malicious people (other than thieves), earthquake, storm, **flood**, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animals.

Insured item

An item of **photographic equipment**, **laptops and PCs** or a **drone** (excluding **mobile phones**) as shown on **your** schedule.

Insured location

The address specified on **your** schedule which is either

1. occupied by **you** and any **family** member as a residence including any office or studio used for photography/ videography at the same address, or
2. an office or studio used for the purposes of the **business** that is not occupied by **you** and any **family** members as a residence.

For the purposes of this definition, **you** also means a director or partner of the **business** and their residence and **family**.

Laptops and PCs

Desktop and portable personal computers (excluding **mobile phones**) belonging to **you**, a **family** member or any director or partner of the **business** used primarily for the **business** and/or in conjunction with photo/video editing/processing.

Mobile phones

Mobile phones, smart phones and tablet computers belonging to **you** or any director or partner of the **business**.

Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

Photographic equipment

Photographic equipment belonging to **you**, a **family** member or any director or partner of the **business** (excluding **mobile phones**) including cameras, camera backs, bodies, plates, lenses, filters, light meters, stands and tripods, cases, portable lighting, video and audio equipment including photographic equipment accessories such as adapters, batteries, battery chargers, binoculars, carrying cases, memory cards, telescopes and wireless remote controllers and transmitters.

Portfolio

The work portfolio belonging to **you**, **your** employees or any director or partner of the **business** including, but not limited to, completed or partially completed prints, canvases and laminates including any frames or bindings.

Specified items

Item(s) of **photographic equipment** with an individual sum insured exceeding £2,000 and all **laptops and PCs** and **drones**.

Studio and office equipment and furniture

Studio and office equipment (excluding **photographic equipment**, **laptops and PCs** and **mobile phones**) and furniture and fixtures and fittings at the **insured location** belonging to **you** or the **business** or any director or partner of the **business** and used in connection with the **business**.

Terrorism

In England, Scotland and Wales

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland

An act including, but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man

An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Theft

The loss of an **insured item** or **mobile phone** which has been stolen or dishonestly appropriated by a third party with the intention of depriving **you** of it including any attempt to steal or dishonestly appropriate.

Unattended

When **you**, a **family** member, an employee or a director or partner of the **business** are not able to keep the item(s) insured by **your policy** under observation and able to prevent any unauthorised interference with or access to such item(s).

United Kingdom

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Unoccupied

When an **insured location** has not been occupied by **you**, a **family** member, or a director or partner of the **business** for more than 90 consecutive days.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

We will provide the following cover for each item if shown as insured in **your** schedule.

1 Theft of equipment cover

We will cover **you** for **theft** of an **insured item** (other than from a vehicle) occurring during the **period of insurance** within the **policy territories** shown in **your** schedule for this section.

2 Theft of equipment from a vehicle cover

We will cover **you** for **theft** of an **insured item** from a vehicle (other than a parked vehicle at the **insured location**) occurring during the **period of insurance** within the **policy territories** shown in **your** schedule for this section.

3 Accidental damage cover

We will cover **you** for **accidental damage** to an **insured item** occurring during the **period of insurance** within the **policy territories** shown in **your** schedule for this section.

4 Accidental loss cover

We will cover **you** for **accidental loss** of an **insured item** (excluding **drones** and **mobile phones**) occurring during the **period of insurance** within the **policy territories** shown in **your** schedule for this section.

5 Equipment hire costs cover

We will cover **you** for the costs incurred by **you** with **our** written consent for the hire of alternative equipment following a valid claim under covers **1-4** of this section whilst

1. an **insured item** is undergoing repair
2. **we** arrange for the replacement of an **insured item**.

6 Portfolio cover

We will cover **you** for the cost of labour and materials required to replace **your portfolio** as a result of **theft**, **accidental damage** or **accidental loss** occurring during the **period of insurance** within the **policy territories** shown in **your** schedule for this section.

7 Mobile phone cover

We will cover **you** for **theft** or **accidental damage** to a **mobile phone** occurring during the **period of insurance** within the **policy territories** shown in **your** schedule for this section.

We will cover any **mobile phone** up to 3 years old provided it was purchased new from a mobile network or reputable phone retailer.

8 Hired in equipment cover

Under covers **1**, **2** and **3** of this section, **we** will extend the cover to include **photographic equipment** hired in by **you** within the **United Kingdom** provided that

1. **you** have hired the item from a reputable firm specialising in the hire of **photographic equipment**
2. **you** are legally liable for the item under the hire agreement
3. the duration of the hire agreement does not exceed 28 days.

9 Studio cover

We will cover **you** for **theft** or **accidental damage** to

1. **studio and office equipment and furniture**
2. materials and work in progress (including, but not limited to, film, ink, prints and customer orders pending collection) owned by the **business**

occurring during the **period of insurance** at the **insured location**.

Basis of claims settlement and limits of cover

1 Theft of equipment cover, 2 Theft of equipment from a vehicle cover and 4 Accidental loss cover

For items that are lost or stolen and

1. were purchased from new, **we** will cover **you** for an amount sufficient to either
   - a. replace the item on a like for like basis, or if not available, the manufacturer's closest equivalent, or
   - b. pay for the cost of a new replacement item
2. were used or pre-owned items **we** will cover **you** for an amount sufficient to pay for the cost of a replacement item of a similar value, function, quality, age and condition as the **insured item** at the time immediately prior to the **theft** or **accidental loss**.

The most **we** will pay under these covers for any one claim will not exceed the sum insured for the **insured items** shown in **your** schedule.

3 Accidental damage cover

For items that are damaged beyond economical repair and

1. were purchased from new, **we** will cover **you** for an amount sufficient to either
   - a. replace the item on a like for like basis, or if not available, the manufacturer's closest equivalent, or
   - b. pay for the cost of a new replacement item
2. were used or pre-owned items **we** will cover **you** for an amount sufficient to pay for the cost of a replacement item of a similar value, function, quality, age and condition as the **insured item** at the time immediately prior to the **accidental damage**.

For items where an economical repair is possible, **we** will arrange and pay for the repair of the damaged item or, at **our** option, reimburse **you** for the cost of repairs that **we** have authorised in writing.

The most **we** will pay under this cover for any one claim will not exceed the sum insured for **insured items** shown in **your** schedule.

5 Equipment hire costs cover

We will pay for the costs incurred by **you** for the hire of alternative equipment.

The most **we** will pay under this cover for any one claim will not exceed

1. £2,500, or
2. 10% of the total sum insured for **insured items** shown in **your** schedule

whichever is less.

6 Portfolio cover

We will pay **you** for the cost incurred by **you** of labour and materials required to reproduce **your portfolio**.

The most **we** will pay under this cover for any one claim will not exceed the sum insured for **Portfolio cover** shown in **your** schedule.

7 Mobile phone cover

In the event of a valid

1. **theft** claim, **we** will at **our** option, either
   - a. replace the **mobile phone** on a like for like basis (this may be either a new or refurbished device), or
   - b. pay the cost of a replacement like for like **mobile phone**
2. **accidental damage** claim, **we** will at **our** option, either
   - a. arrange and pay for the repair of the **mobile phone**, or

   b reimburse **you** for the cost of repairs incurred with **our** prior consent

We will not cover any network charges following **theft** of the **mobile phone**.

The most **we** will pay under this cover for any one claim will not exceed the sum insured for **Mobile phone cover** shown in **your** schedule.

8 Hired in equipment cover

We will pay up to the amount for which **you** are legally liable to pay under the terms of the hire agreement.

The most **we** will pay under this cover for any one claim will not exceed the sum insured for **Hired in equipment cover** shown in **your** schedule.

9 Studio cover

We will at **our** option

1. for **studio and office equipment and furniture** purchased from new, either
   - **a** replace the item, like for like, or if not available the manufacturer's closest equivalent, or
   - **b** pay for the cost of a new replacement item
2. for used or pre-owned **studio and office equipment and furniture**, pay for the cost of a replacement item of similar value, function, quality, age and condition
3. for customer orders pending collection, pay for the cost of labour and materials incurred by **you** to reproduce such orders
4. for materials, pay the cost of replacement.

The most **we** will pay under this cover for any one claim will not exceed the sum insured for **Studio cover** shown in **your** schedule.

Extensions of cover

Inflation protection cover

At renewal, **we** will adjust the sum insured in line with suitable indices and the renewal premium for this section will be based on the adjusted sums insured.

Munitions of war cover

The **War risks exclusion** will not apply to **accidental damage** or **accidental loss** to property insured under this section from or occasioned by the detonation of munitions of war or parts thereof in the **policy territories** and in or within one mile of the property insured , provided that the presence of such munitions results from World War II and does not result from a state of war current at the time of the **accidental damage** or **accidental loss**.

✗ What is not covered

Aircraft or aerial devices exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but **we** will cover subsequent damage which itself results from an **insured cause** covered by this section.

Breakdown exclusion

We will not cover **you** for damage caused by mechanical or electrical breakdown or derangement.

Cleaning and restoration exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or arising from any process of cleaning, dyeing, repair or restoration.

Confiscation or detention exclusion

We will not cover **you** for any claim arising out of official confiscation or detention.

Consequential loss exclusion

We will not cover any consequential or indirect loss of any kind (that is any damage or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured). This includes but is not limited to the following:

1. loss of revenue
2. loss of earnings
3. additional travel costs
4. loss assessor fees
5. the cost of preparing a claim
6. compensation for stress or inconvenience.

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by contributed to by, arising from occasioned by or resulting from

1. any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus or similar mechanism**
2. any **cyber incident**.

This exclusion shall not apply to claims for damage resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

Date recognition exclusion

We will not cover **you** for or any loss, damage, cost or expense directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process **data** or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for damage resulting from an **insured cause** covered by this section.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

Disease exclusion

1. Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. This exclusion does not apply to physical loss, damage or destruction to property insured under this section, where such physical loss, damage or destruction arises from an **insured cause**.

Drone exclusion

We will not cover **you** for any claim for loss, damage, cost or expense in respect of any **drone** (including any attached **photographic equipment**) from the point at which the UAV becomes airborne until it has landed safely.

Electrically driven machinery exclusion

We will not cover **you** for any loss, damage, cost or expense to any electrically driven machine or apparatus directly caused by its own overrunning, short-circuiting, excessive pressure, self-heating or by the application of excessive electrical energy or mechanical malfunction not arising from external impact.

Equipment hire costs exclusion

We will not cover **you** for any claim under item **5 Equipment hire costs cover** where **you** are unable to supply a copy of the hire agreement and evidence of the hire in costs incurred by **you**.

Evidence of ownership exclusion

We will not cover **you** for any claim relating to **insured items** and **mobile phones** for which **you** cannot provide **evidence of ownership**. This exclusion does not apply to the cover provided under

1 item **5 Equipment hire costs cover**
2 item **8 Hired in equipment cover**.

Excess exclusion

We will not cover **you** for the **excess** shown in **your** schedule. Where a claim relates to more than one item, **we** will only apply one **excess**, this being the highest amount shown against any of the lost or damaged items specified.

Fraud and dishonesty exclusion

We will not cover **you** for any loss, damage, cost or expense which results from acts of fraud or dishonesty by **you**, **your** employees or any partner, director or **family** member.

Hazardous activities exclusion

We will not cover **you** for loss, damage, cost or expense to **insured items** and **mobile phones** used whilst participating in air sports, caving, potholing, mountaineering (involving the use of ropes and harnesses), rock climbing, motor sports, stunt work, underwater activities, water sports or naval, military or air force service operations.

Hired in equipment cover exclusion

We will not cover **you** for any claim under item **8 Hired in equipment cover** where

1 **you** are unable to supply a copy of the hire agreement
2 the total value of the equipment hired at any one time exceeds the sum insured for hired in equipment cover as shown on **your** schedule
3 it consists of fees or loss of use charges levied by the hirer.

Hired, rented, loaned or borrowed items exclusion

We will not cover **you** for any claim for loss, damage, cost or expense to items hired in, hired out, rented, loaned or borrowed. This exclusion does not apply to the cover provided under

1 item **5 Equipment hire costs cover**
2 item **8 Hired in equipment cover**.

Illegal activities exclusion

We will not cover loss, damage, cost or expense resulting from property being used, by **you** or a **family** member or any director or partner of the **business**, for illegal activities.

Miscellaneous damage exclusion

We will not cover any claim caused by or consisting of or attributable to

1 the action of light
2 atmospheric conditions
3 mechanical or electrical breakdown, corrosion, rust, wet or dry rot
4 shrinkage, evaporation, loss of weight, dampness, dryness, marring, cosmetic damage, scratching,
5 vermin or insects
6 pets belonging to or under the control of **you**, a **family** member, **your** employee or any director or partner of the **business**.

Mobile phone exclusion

We will not cover any claim under item **7 Mobile phone cover** that is cosmetic damage that does not affect the operation of the **mobile phone** including superficial scratches and dents.

More specific insurance exclusion

We will not cover **you** for any property more specifically insured by **you** or on **your** behalf.

Pollution or contamination exclusion

We will not cover **you** for any loss, damage, cost or expense caused by pollution or contamination unless the damage is caused by

1. pollution or contamination which itself results from an **insured cause** provided that cause is covered by this section
2. any **insured cause** provided that cause is covered by this section, which itself results from pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
2. buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
3. transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
4. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly
5. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Studio cover exclusion

We will not pay any claim under item **9 Studio cover** that relates to **theft** or **accidental damage** occurring away from the **insured location**.

Temporary removal exclusion

We will not cover **you** for any amount in excess of the Maximum at any one time limit shown in **your** schedule for **insured items** away from the **insured location**.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1. In England, Scotland, Wales, the Channel Islands, the Isle of Man and the Rest of the World
   - **a** any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   - **b** any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.
2. In Northern Ireland
   - **a** any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   - **b** any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
   - **c** riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked- out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, law suit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Theft exclusion

We will not cover **theft**

1 not involving entry to or exit from a building by forcible and violent means
2 from the **insured location** unless the **Security condition** has been complied with
3 occurring when the **insured location** is **unoccupied**
4 resulting from **you** or any director, partner or employee of **yours** voluntarily parting with title or any right of ownership of any property if induced to do so by any fraudulent scheme, trick or false pretence
5 by a **family** member, an employee or a director or partner of the **business**
6 of **insured items** from luggage checked in with an airline
7 from the building at the **insured location** or any other building unless it has brick, stone or concrete walls with a slate, tile, metal or concrete roof with no more than 20% of the total roof area comprising flat felt roofing.

Theft from unattended vehicles exclusion

Under item **2 Theft of equipment from a vehicle cover**, **we** will not cover **theft** whilst the vehicle is **unattended**

1 that does not involve forcible and/or violent entry to and/or exit from the vehicle
2 unless the vehicle is fitted with either
   a an alarm installed by the vehicle manufacturer, or
   b a Thatcham approved alarm installed by a suitable professional installer
3 unless the vehicle is securely locked at all points of access with all keys removed from the vehicle and all doors, windows and other openings fully closed and the alarm is set and operational
4 unless the **insured items** or **mobile phones** are kept out of sight. If an **insured item** or **mobile phone** will fit into an enclosed storage compartment, boot or luggage space, it must be kept out of sight in one of these areas.

Trip duration exclusion

Where the **policy territories** are shown as Worldwide on **your** schedule, **we** will not cover **you** for any claim involving a planned holiday, leisure or business trip (beginning and ending in the **United Kingdom**) outside the **United Kingdom** if it exceeds the maximum trip duration limit specified on **your** schedule.

Unattended item exclusion

We will not cover any claims for

1 **accidental damage** or **accidental loss** when the **insured item** or **mobile phone** has been left **unattended**
2 **theft** of the **insured item** or **mobile phone** away from the **insured location** (and not in a vehicle) if left **unattended** at any time unless kept inside a securely locked room or securely locked cupboard/locker with the keys removed and there is clear evidence of forcible and violent entry or exit to such room, cupboard or locker.

Unexplained incidents exclusion

We will not cover any claim relating to unexplained

1 **theft**
2 **accidental damage**
3 **accidental loss**
4 disappearance or inventory shortage.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Wear and tear exclusion

We will not cover damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials but **we** will cover subsequent damage which results from an **insured cause** covered elsewhere in the section.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**. Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Average condition

If at the date of **accidental damage** or **accidental loss**, the sum insured is less than the value of the item described in **your** schedule, the amount **we** will pay will be reduced proportionately.

Pairs and sets condition

If any **insured item** exists as a pair or set, **we** will not pay more than the value of the individual parts or items that are lost or damaged.

Reinstatement of sum insured after loss condition

In the event of **accidental damage** or **accidental loss**, the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

1. pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
2. complete any additional risk improvements which **we** may reasonably require.

Security condition

Whenever the **insured location** is not attended by **you**, a **family** member, an employee or a director or partner of the **business**, **you** must ensure that all accessible external doors, windows or other openings are securely locked (or fixed permanently shut on the inside) and any security devices are set and operational.

If the total sum insured for

1. specified and unspecified items and
2. **mobile phones**

shown in **your** schedule exceeds £40,000, such security devices must include a National Security Inspectorate (NSI) approved and maintained intruder alarm system with the keys or other devices used to activate such system having been removed from the **insured location**.

Specified items condition

You must ensure that

1. individual drones, laptops and PC’s
2. individual items of **photographic equipment** with a value more than £2,000

are listed as **specified items** on **your** schedule.

Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

1. any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
2. any company which is a subsidiary of a parent company of which **you** are a subsidiary

in each case as defined by current law at the time of the damage.

Public and products liability section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within this section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found in the **General introduction section** of **your policy**.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

1 of any claimant which **you** become legally liable to pay

2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at

- **a** any coroner's inquest or fatal accident inquiry
- **b** summary court proceedings.

Clean up costs

Costs and expenses of remediation of environmental damage or environmental harm.

Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Contractual liability

Legal liability assumed by **you** under the terms of any contract or agreement that restrict **your** right of recovery or increase **your** liability at law beyond that applicable in the absence of those terms.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

Cyber incident

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

Employed person

1. Anyone under a contract of service or apprenticeship with **you**.
2. Anyone who is
   - **a** employed by **you** or on **your** behalf on a labour only basis
   - **b** self employed
   - **c** hired to **you** or borrowed by **you** from another employer
   - **d** a voluntary helper or taking part in a work experience or training scheme
   - **e** a driver or operator of hired-in plant
   - **f** an outworker or homeworker
   - **g** a prospective employee who is being assessed by **you** as to their suitability for employment
   - **h** a person on secondment to **you** from an overseas subsidiary company or **your** parent company whilst working within the **policy territories**
   - **i** a person engaged in community service working under the Criminal Justice Act 2003 or similar legislation

   and under **your** direct control or supervision.

Enforcing authority

Any government or statutory authority, implementing or enforcing environmental protection legislation in the **policy territories**.

Event

Claim or series of claims against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Fungal pathogens

Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Nuisance or trespass

Nuisance, trespass to land or trespass to goods, or interference with any easement.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Personal injury

1. **Bodily injury**
2. Wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy.

Pollutants

Any solid, liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health.

Principal

Employer who has engaged **you** to act on their behalf, under a contract or agreement for the performance of work by **you**, in connection with the **business**.

Products

Products that **you** have sold, supplied, provided or delivered including

1. containers, packaging, labelling, instructions or advice in connection with products
2. **services** that have been completed as part of a contract for the sale or supply of products

in the course of the **business**.

Property damage

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under

1. Health and Safety
2. Terrorism (protection of premises)
3. Consumer Protection
4. Food Safety

legislation, enacted within the **policy territories**.

Services

Work, process or other operation that **you** undertake or is undertaken on **your** behalf including any goods or materials used in connection with the work, process or other operation in the course of the **business**.

Sudden incident

Sudden, identifiable, unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

Territorial limits

1 The **policy territories**.

2 The European Union but only in respect of

  a part **7** of **Additional business activities cover**

  b **Contingent motor liabilities cover**

  c part **2** of **Work overseas cover**.

3 Worldwide but only in respect of

  a part **3** and part **a** of **Personal liability cover**

  b part **1** of **Work overseas cover**

  c **products** supplied from within the **policy territories**.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of

1 **personal injury**

2 **property damage**

3 **nuisance or trespass**

occurring during the **period of insurance** in connection with the **business** or from the ownership, possession or the use of photography and/or videography equipment.

If legal liability to pay damages in respect of **property damage** or **nuisance or trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, buildings or any structure, the cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories** and all **property damage** or **nuisance or trespass** will be considered as having occurred at the time of the **sudden incident**.

Limit of indemnity

1 The public liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay in total for all damages arising from one **event**.

2 The public liability limit of indemnity is also the maximum amount **we** will pay in total for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from release or escape of **pollutants**.

3 The products liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay in total for all damages as a result of all occurrences during any one period of insurance caused by or originating from **products**.

4 The maximum amount **we** will pay in total for all damages as a result of all occurrences during any one **period of insurance**, arising directly or indirectly in connection with a **terrorist act** is the Public and products limit of indemnity or £2,000,000 whichever is lower.

5 The maximum amount **we** will pay in total for **Advertising liability cover** and **Claim costs cover** for all claims during any one **period of insurance** is £250,000.

6 The maximum amount **we** will pay in total for all compensation, costs and expenses arising under **Data Protection cover** as a result of all occurrences during any one **period of insurance** is £1,000,000.

7 The maximum amount **we** will pay in total for all **Environmental clean up cover**, as a result of one **sudden incident** or all such incidents happening during any one **period of insurance** is £100,000.

Where a claim for damages arises in addition to **Environmental clean up cover** as a result of the same sudden incident, the maximum amount we will pay for the total amount of damages and **Environmental clean up cover** added together will not exceed the public liability limit of indemnity shown in **your** schedule.

8 The maximum amount **we** will pay in total for all **Manslaughter costs cover** and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance** is £1,000,000.

9 The maximum amount **we** will pay in total for all **Safety legislation costs cover** and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance** is £1,000,000.

10 If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all parties entitled to cover, shall not in any circumstances exceed the limit of indemnity applicable to the claim or claims, shown in **your** schedule.

11 **We** will pay **Claim costs cover** in addition to the limit of indemnity applicable to the claim or claims, except where

- a an action for damages is started or brought in the United States of America or Canada
- b **we** state any amount or limit of indemnity is inclusive of **Claim costs cover**.

12 If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity applicable to the claim or claims, shown in **your** schedule, for the total of all damages and **Claim costs cover** arising from the action.

13 **We** may at any time pay

- a the limit of indemnity applicable to the claim or claims, after deducting any amounts already paid, or
- b any lesser amount for which a settlement can be made.

We will not then be liable to make any further payment in respect of the claim or claims. If **we** have agreed to pay **Claim costs cover** in addition to the limit of indemnity applicable to the claim or claims, **we** will pay the costs incurred before the date of the claim payment.

Additional business activities cover

The cover under this section includes the following activities of the **business**

1 providing and managing facilities for the benefit and welfare of **employed persons**, including

- a canteen
- b car parking
- c nursery, creche or childcare where incidental to the **business**
- d sports or social facilities

2 the provision of car parking for the benefit of customers and visitors

3 owning, repairing, maintaining and decorating **your** own property or premises **you** use

4 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises

5 maintaining and repairing vehicles and machinery owned or used by **you**

6 private work **you** allow employed persons to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission

7 organisation of, attendance at and participation in exhibitions, trade shows, conferences and seminars within the **policy territories** and the European Union

8 organisation and sponsorship of fundraising activities and events and sponsorship of individuals

9 the sale or disposal of **business** assets.

Advertising liability cover

We will cover the amount of damages which **you** are legally liable to pay and **claim costs** in respect of

1 libel, slander or defamation

2 infringement of copyright or of title or of slogan

3 unauthorised use or reproduction of another's work, or idea misappropriation

4 unauthorised use of any trademark, service mark, trade name or trade dress

in any advertisement, publicity, article, broadcast or telecast communicated during the **period of insurance** in connection with the **business**.

We will not cover claims caused by or arising out of

- **a** any act or omission by **you**, which knowingly infringes the legal rights of another, or which is intended to mislead the public
- **b** infringement of trademark, service mark, trade name or trade dress, except where used as titles or slogans in connection with any commodity, article, work or thing sold, offered for sale or advertised
- **c** failure in the performance of a contract, unless the claim is solely for unauthorised appropriation of ideas based upon a breach of, or alleged breach of, an implied term of the contract
- **d** incorrect description or mistake in the advertised price of any commodity, article, work or thing sold, offered for sale or advertised
- **e** the failure of any **products** or **services** to conform with advertised quality or performance
- **f** **contractual liability**
- **g** any act or omission in connection with which there is also a criminal complaint, but only so far as concerns a request for cover by anyone against whom the complaint has been made
- **h** the ownership, hosting or control by **you** of any website, part of a website or part of an internet service that allows a venue for discussion or commentary by users other than **you**
- **i** any material published, broadcast or telecast that is first communicated prior to the start date of this cover.

If **you** have cover for this under any other insurance policy or would have cover but for the existence of this **policy**, **we** will only provide cover in excess of the limit of indemnity payable under the other insurance policy.

Automatic acquisitions cover

We will automatically cover any newly acquired or newly formed subsidiary company of **yours** from the date of its acquisition or creation.

We will not provide cover unless

1 the business of the new company is of a similar nature to **yours** and falls within the business description shown in **your** schedule

2 the new company is based within the **policy territories**

3 the estimated turnover of the new company at the time of acquisition or formation is less than 25% of **your** estimated turnover

4 **you** provide **us** with the necessary underwriting information to fulfil **your** duty of fair presentation of risk within 30 days of the acquisition or formation of the new company

5 **you** accept **our** terms and pay the additional premium required for the inclusion of the new company under this **policy**.

Claim costs cover

We will cover **claim costs** in connection with a claim for which an award of damages or **clean-up costs** is paid or may be payable under this section. **We** will not cover **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of £500 per day, for each day that **we** request **you** or any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Contingent motor liabilities cover

We will cover the amount of damages which **you** are legally liable to pay and **claim costs** in respect of

1 **bodily injury**

2 **property damage**

occurring during the **period of insurance** and arising out of

a the use by an **employed person** of their own motor vehicle

b the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working

within the **policy territories** and in the European Union in connection with the **business**.

The **Road Traffic Act exclusion** will not apply to this cover.

We will not pay

1 for loss of or damage to any motor vehicle referred to in **a** or **b** above

2 unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle

3 where cover is provided by another insurance policy.

Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate **policy** had been issued to each and where **you** are a membership organisation, the cover will apply to each member as if a separate **policy** had been issued to each member.

However, the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.

Data Protection cover

We will cover the amount of compensation, costs and expenses which **you** are legally liable to pay under Data Protection legislation occurring during the **period of insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

We will only pay

1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction

2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

We will not cover

a any claims from directors or **employed persons**

b fines or penalties imposed by a court

c the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice

d the cost of replacing, reinstating, rectifying or erasing any personal data

e refund of monies paid to **you** by any claimant

f liability for which cover is provided under any other more specific insurance.

Defective Premises Act cover

We will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** or **property damage**, occurring during any one **period of insurance**, arising out of premises **you** have disposed of, but had previously owned in connection with the **business**.

We will not cover

1 loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them

2 any liability for which **you** are covered under any other insurance policy.

Environmental clean up cover

We will cover the amount of **clean up costs** which **you** are legally liable to pay, under a notice or order imposed upon **you** by an **enforcing authority**, arising from a release or escape of **pollutants**, onto or into land, surface water or ground water.

The cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the **business** within the **policy territories**.

We will not cover

1 any part of a claim for **clean up costs**

   a at, in or upon property that is or was, owned by **you**, or in **your** possession, or in **your** custody or under **your** control

   b to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that

      i necessary to meet the standards required by law at the start of remediation

      ii existing at the time of a **sudden incident** for which a claim is made under this section.

2 the environmental clean up **excess** shown in **your** schedule in respect of each and every claim.

Manslaughter costs cover

We will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

We will not pay

1 fines, penalties or awards of compensation imposed by a criminal court
2 fees for intervention raised or payable under any Health and Safety laws or regulations
3 costs and expenses of implementing any remedial order or publicity order
4 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
5 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
6 costs and expenses of defence where defence costs are available from any other source or insurance
7 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Munitions of war cover

The **War risk exclusion** will not apply to claims arising from the accidental detonation of munitions of war arising within the **policy territories**, provided that the presence of munitions does not result from a state of war current at the time of damage.

Personal liability cover

If a claim is made against any director, partner, officer or **employed person** of **yours** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, the cover provided by this section will also apply to the legal liability of such persons whilst

1 performing their normal duties in connection with the **business**
2 work is being carried out on behalf of any director, partner or officer of **yours** by an **employed person** with **your** consent
3 acting in a personal capacity, during the course of a business trip or business journey arranged for the purpose of the **business**.

The cover provided by this section will also apply to

a the spouse, civil partner, cohabiting partner or any children accompanying a director, partner, officer or **employed person** in the course of a business trip or business journey
b the officers, committee and members of amenities and fire, safety and security facilities, that **you** provide for the benefit of **employed persons**, in their respective capacities as such
c **your** personal representative, or the personal representative of any other deceased person entitled to cover.

We will not pay where cover is provided by another insurance policy.

Principals liability cover

If a claim is made against any **principal** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the **principal** arising from the performance of **your** work for the **principal**.

We will not provide cover beyond the requirements of **your** contract or agreement with the **principal**.

Property in your care cover

The cover provided by this section will apply to the following property whether or not it is in **your** possession or custody or under **your** control at time of the occurrence of loss or damage.

1 Premises which are leased, let, rented, hired or lent to **you**

2 Premises including contents where **you** are temporarily carrying out work in connection with the **business**

3 Vehicles or personal effects on **your** premises, which belong to or are the responsibility of **your** directors, partners, officers, **employed persons** or **your** visitors.

We will not provide cover for

a any **contractual liability**

b loss of or damage to property

- **i** owned by **you**
- **ii** leased, let, rented, hired or lent to **you** or for which **you** otherwise accept responsibility other than where cover is provided under **1**, **2** or **3** above
- **iii** that is being worked on or is undergoing a process or other operation where loss or damage arises out of such work, process or other operation
- **iv** for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner

c **clean up costs**.

Safety legislation costs cover

We will cover **safety legislation costs** in respect of any **bodily injury** or **property damage** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.
If **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

We will not pay

1 fines, penalties or awards of compensation imposed by a criminal court

2 fees for intervention raised or payable under any Health and Safety laws or regulations

3 costs and expenses of an appeal against improvement or prohibition notices

4 costs and expenses from the point of being charged for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred

5 costs and expenses of defence where defence costs are available from any other source or insurance

6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories.**

Work overseas cover

We will cover **you** for

1 non manual work temporarily undertaken by **you** or on **your** behalf worldwide

2 manual work undertaken by **you** or on **your** behalf within the European Union, for a period or periods of up to 180 days in total during any one **period of insurance**

by persons ordinarily resident within the **policy territories**.

× What is not covered

Aircraft and watercraft exclusion

We will not cover claims caused by or arising from **you** owning, possessing or using any

1. aircraft (including unmanned aerial vehicles such as model aircraft helicopters and drones)
2. spacecraft
3. watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

Airside exclusion

We will not cover claims caused by or arising from any **services** in, or on

1. aircraft
2. airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

Asbestos exclusion

We will not cover claims caused by or arising from

1. inhalation or ingestion of **asbestos**
2. exposure to or fear of the consequences of exposure to **asbestos**
3. the presence of **asbestos** in any property or on land
4. investigating, managing, removing, controlling or remediation of **asbestos**.

Aviation and hovercraft products exclusion

We will not cover claims caused by or arising from any **products** which, to **your** knowledge, are for use in or on any aircraft, hovercraft or device intended to travel through air or space.

Contractual liability exclusion

We will not cover claims

1. for **contractual liability** in connection with **products**
2. where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim
3. to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

Cyber and data exclusion

We will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

1. any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**
2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**
3. failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

a for **bodily injury**

b for physical **property damage**

c under the **Data Protection cover** of this section

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**.

Damage to products and services exclusion

We will not cover claims for loss of or damage to property forming part of a contract for the sale or supply of **products** or **services**, caused by or arising from a defect in or the unsuitability of those **products** or **services**.

Defamation and discrimination exclusion

We will not cover claims caused by or arising from

1 libel or slander

2 false statement

3 discrimination of any kind.

This exclusion shall not apply to claims under the **Advertising liability cover**.

Deliberate act exclusion

We will not cover claims

1 caused by or arising from any deliberate act, error or omission

  a where the results are intended or expected, or are reasonably foreseeable by **you**

  b by anyone other than **you**, so far as cover is requested for their own liability

2 for **clean up costs** in circumstances where **you** have knowingly

  a deviated from any regulatory notice, order or protection ruling

  b omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

Employee injury exclusion

We will not cover claims for **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

Excess exclusion

The relevant **excess** will apply to each **event** for loss as stated in **your** schedule.

In respect of **products**, where claims occur in more than one **period of insurance**, arising from the same single source or original, repeated or continuing cause, the **excess** will be applied once per **period of insurance**.

Fungal pathogens exclusion

We will not cover claims caused by or arising directly or indirectly from any **fungal pathogens**.

Intellectual property exclusion

We will not cover claims caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.

This exclusion shall not apply to claims under the **Advertising liability cover**.

North America exclusion

We will not cover claims caused by or arising from

1 any **products**, which to **your** knowledge, are for export, either directly or indirectly to the United States of America or Canada

2 **services** in the United States of America or Canada

3 pollution or contamination of the atmosphere, land or water or any buildings or structure, or any environmental damage or impairment in the United States of America or Canada.

Offshore exclusion

We will not cover claims caused by or arising from any **services offshore**.

Overseas establishment exclusion

We will not cover claims caused by or arising from any

1 associated or subsidiary company of **yours**
2 of **your** branch offices,
3 representative of **yours** with power of attorney

registered, having premises or resident outside the **policy territories**.

Professional duty exclusion

We will not cover claims caused by or arising from any breach of professional duty in relation to

1 advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, testing or supervision undertaken or given for a fee
2 any diagnosis or treatment of any
   a animal, or
   b person (other than the provision of first aid treatment).

Punitive damages exclusion

We will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

Radioactive contamination exclusion

We will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Recall exclusion

We will not cover claims to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw **products** from sale or use.

Rectification of defects exclusion

We will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable **products** or **services**, or to make any refund.

Road Traffic Act exclusion

We will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

War risk exclusion

We will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**. Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Legionella precautions condition

If **you** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

A written record of the assessment must be retained by **you** for inspection by **us** if a claim arises.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

Premium adjustment condition

If the estimates shown in **your schedule** are marked as adjustable, then **you** must, at **our** request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates. If the adjusted premium is less than the estimated premium, **we** will not return more than 25% of the original premium.

If the estimates shown in **your** schedule are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

Sub-contractors (services) condition

If **you** appoint any sub-contractor (other than an **employed person**) to carry out **services** , **you** must take reasonable steps to obtain confirmation from the sub-contractor, prior to starting work, that they have Public liability insurance in force throughout the period of their involvement.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

Suspension of cover condition

We may, at any reasonable time, inspect any premises or site and, in the event of any defect or danger being apparent, **we** may, by written notice to **you**, suspend **our** liability that may arise from that defect or danger.

Employers' liability section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within this section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found in the **General introduction section** of **your policy**.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

1. of any claimant which **you** become legally liable to pay
2. incurred, with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
   - a any coroner's inquest or fatal accident inquiry
   - b summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the terms of any contract or agreement that restrict **your** right of recovery or increase **your** liability at law beyond that applicable in the absence of those terms.

Employed person

1. Anyone under a contract of service or apprenticeship with **you**.
2. Anyone who is
   - a employed by **you** or on **your** behalf on a labour only basis
   - b self employed

- **c** hired to **you** or borrowed by **you** from another employer
- **d** a voluntary helper or taking part in a work experience or training scheme
- **e** a driver or operator of hired-in plant
- **f** an outworker or homeworker
- **g** a prospective employee who is being assessed by **you** as to their suitability for employment
- **h** a person on secondment to **you** from an overseas subsidiary company or **your** parent company whilst working within the **policy territories**
- **i** a person engaged in community service working under the Criminal Justice Act 2003 or similar legislation

and under **your** direct control or supervision.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Principal

Employer who has engaged **you** to act on their behalf, under a contract or agreement for the performance of work by **you**, in connection with the **business**.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under

1. Health and Safety
2. Terrorism (protection of premises)
3. Consumer Protection
4. Food Safety

legislation enacted within the **policy territories**.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed person** resident in the **policy territories**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

Limit of indemnity

1. The employers' liability limit of indemnity shown in **your** schedule is the maximum **we** will pay for the total of all damages and **Claim costs cover** and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence.
2. The maximum amount **we** will pay in total for all damages and **Claim costs cover** arising directly or indirectly in connection with a **terrorist act** is £5,000,000 and this will apply exclusively to any one claim or series of claims by one or more of the **employed persons**.
3. The maximum amount **we** will pay in total for all compensation, costs and expenses arising under **Data Protection cover** as a result of all occurrences during any one **period of insurance** is £1,000,000.

4 The maximum amount **we** will pay in total for all **Manslaughter costs cove**r and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance** is £1,000,000.

5 The maximum amount we will pay in total for all **Safety legislation costs cover** and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance is** £1,000,000.

6 **We** may at any time pay

- a the limit of indemnity applicable to the claim or claims, after deducting any amounts already paid, or
- b any lesser amount for which a settlement can be made.

We will not then be liable to make any further payment in respect of the claim or claims.

Additional business activities cover

The cover under this section includes the following activities of the **business**

1 providing and managing facilities for the benefit and welfare of **employed persons**, including

- a canteen
- b car parking
- c nursery, creche or childcare where incidental to the **business**
- d sports or social facilities

2 the provision of car parking for the benefit of customers and visitors

3 owning, repairing, maintaining and decorating **your** own property or premises **you** use

4 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises

5 maintaining and repairing vehicles and machinery owned or used by **you**

6 private work **you** allow employed persons to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission

7 organisation of, attendance at and participation in exhibitions, trade shows, conferences and seminars within the **policy territories** and the European Union

8 organisation and sponsorship of fundraising activities and events and sponsorship of individuals

9 the sale or disposal of **business** assets.

Automatic acquisitions cover

We will automatically cover any newly acquired or newly formed subsidiary company of **yours** from the date of its acquisition or creation.

We will not provide cover unless

1 the business of the new company is of a similar nature to **yours** and falls within the business description shown in **your** schedule

2 the new company is based within the **policy territories**

3 the estimated turnover of the new company at the time of acquisition or formation is less than 25% of **your** estimated turnover

4 **you** provide **us** with the necessary underwriting information to fulfil **your** duty of fair presentation of risk within 30 days of the acquisition or formation of the new company

If **you** wish cover to continue beyond the first 30 days **you** must

- a tell **us**, prior to expiry of the automatic cover, in accordance with the **Change in risk condition**
- b accept **our** terms and pay the additional premium required for the inclusion of the new company under **your policy**.

Claim costs cover

We will cover **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Data Protection cover

We will cover the amount of compensation, costs and expenses which **you** are legally liable to pay under Data Protection legislation occurring during the **period of insurance**, arising from holding the personal data of directors or **employed persons**, or, as a result of any loss, misuse or unauthorised disclosure of the personal data of directors or **employed persons** held by **you** in the course of the **business**.

We will only pay

1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction

2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

We will not cover

1 fines or penalties imposed by a court

2 the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice

3 the cost of replacing, reinstating, rectifying or erasing any personal data

4 refund of monies paid to **you** by any claimant

5 liability for which cover is provided under any other more specific insurance.

Manslaughter costs cover

We will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not pay

1 fines, penalties or awards of compensation imposed by a criminal court

2 fees for intervention raised or payable under any Health and Safety laws or regulations

3 costs and expenses of implementing any remedial order or publicity order

4 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order

5 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order

6 costs and expenses of defence where defence costs are available from any other source or insurance

7 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Overseas employees cover

We will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any person under a contract of service or apprenticeship with **you** and who is resident outside the **policy territories**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

We will not pay

1 unless legal liability arises under the law of the **policy territories**

2 for any action or recovery brought or commenced

  a in a court of law outside the **policy territories**

  b in connection with any workmen's compensation or other social insurance, or arising from **your** failure to meet legal obligations or to pay adequate contributions for that insurance

3 where an insurance policy covering legal liability for **bodily injury** caused to **employed persons** is arranged outside the **policy territories**.

Personal liability cover

If no other insurance is in force and a claim is made against any director, partner, officer or **employed person** of **yours** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, the cover provided by this section will also apply to the legal liability of such persons whilst

1 performing their normal duties in connection with the **business**

2 work is being carried out on behalf of a director, partner or officer of **yours** by an **employed person** with **your** consent

3 acting in a personal capacity, during the course of a business trip or business journey arranged for the purpose of the **business**

The cover provided by this section will also apply to

a the spouse, civil partner, cohabitating partner or any children accompanying a director, partner, officer or **employed person** in the course of a business trip or business journey

b the officers, committee and members of benefit, welfare, fire, safety and security facilities, that **you** provide for **employed persons**, in their respective capacities as such

c **your** personal representative in the event of **your** death, or the personal representative of any other deceased person entitled to cover.

We will not pay where cover is provided by another insurance policy.

Principals liability cover

If a claim is made against any **principal** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the **principal** arising from the performance of **your** work for the **principal**.

We will not provide cover beyond the requirements of **your** contract or agreement with the **principal**.

Safety legislation costs cover

We will cover **safety legislation costs** in respect of any **bodily injury** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

We will not pay

1. fines, penalties or awards of compensation imposed by a criminal court
2. fees for intervention raised or payable under any Health and Safety laws or regulations
3. costs and expenses of an appeal against improvement or prohibition notices
4. costs and expenses from the point of being charged for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
5. costs and expenses of defence where defence costs are available from any other source or insurance
6. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Unsatisfied court judgements cover

We will, at **your** request, pay an **employed person** the amount awarded to that person by a court of law for **bodily injury** against any company, partnership or individual conducting a business within the **policy territories**, if such award remains unpaid six months after the date of the judgement.

We will only provide cover if

1. there is no outstanding appeal
2. the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
3. the judgement was obtained in a court within the **policy territories**
4. the **employed person** or their personal representative assigns the amount awarded under the judgement to **us**.

✗ What is not covered

Offshore exclusion

We will not cover claims for **bodily injury** to any **employed person** while **offshore**.

Radioactive contamination exclusion

We will not cover claims for

1. **contractual liability**
2. which **your principal** has a legal liability

caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Road Traffic Act exclusion

We will not cover claims for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security under any Road Traffic Legislation.

Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your policy**. Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Premium adjustment condition

If the estimates shown in **your schedule** are marked as adjustable, then **you** must, at **our** request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates. If the adjusted premium is less than the estimated premium, **we** will not return more than 25% of the original premium.

If the estimates shown in **your** schedule are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

(**Note** An example would be a circumstance where **you** have breached a term or condition of this section which may invalidate **your** cover. **We** would still pay the claim to comply with such law, but **you** would be required to reimburse **us**).

Professional indemnity section

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Your schedule will show if this section is covered.

Important information about this cover

This cover operates on a claims-made basis. This means that **we** will only provide cover for **claims** or **claim circumstances** made against **you** and notified to **us** during the **period of insurance**. **We** will not cover any **claim** or **claim circumstance** arising from an act, error or omission that occurred before the **retroactive date**.

Conditions apply regarding when **you** must tell **us** about **claims** or **claim circumstances** and these can be found in the **General introduction section** of **your policy**. **You** must read these carefully.

Meanings of defined terms

These meanings apply to this section . If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found in the **General introduction section** of **your policy**.

Asbestos

Asbestos in any form, asbestos fibres, particles or derivatives of asbestos or any material containing asbestos.

Claim(s)

Any verbal or written demand, notice or communication from a third party

1 making an assertion for legal remedy or any other form of compensation or remedy

2 containing reference to, or serving notice of, intent to start legal proceedings

3 invoking any pre-action protocol as set under the Civil Procedure Rules, and/or

4 referring to arbitration, adjudication or complaint proceedings.

Claim circumstance(s)

Any incident, occurrence, fact, matter or act that **you** become aware of that might reasonably give rise to a **claim**.

Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smartphone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Criminal prosecution defence costs

Costs and expenses that **you** incur with **our** prior written consent to defend any criminal proceeding first made against **you** and notified to **us** during the **period of insurance** arising from the conduct of **your professional business**.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any **computer system**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

Data protection law

Any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

Defence costs

All costs and expenses incurred by **us** or by **you** with **our** prior written permission relating to the investigation, defence or settlement of any **claim** against **you**, which is covered by this section.

This does not include profit costs or remuneration or expenses paid or due to **you**.

Documents

Any documents or information that are **your** property or are looked after by or deposited with **you** in the ordinary course of **your professional business** and for which **you** are responsible. This does not include **data**, bearer bonds, coupons, stamps, bank or currency notes or negotiable instruments.

Employee(s)

1 Any person working for **you** under a contract of service with **you**, or

2 Any person working for **you** in connection with the **professional business**

- **a** who is hired or lent to **you**
- **b** who is self-employed
- **c** on a voluntary basis

and who is under **your** direct control or supervision.

Extended liability

Legal liability assumed by **you** under the express or implied terms of any contract or agreement that restrict **your** right of recovery or increase **your** liability at law beyond that applicable in the absence of those terms.

Injury

Any death, illness, disease or sickness or any bodily, mental, psychological or emotional injury, distress or shock.

Limit of indemnity

The amount shown in **your** schedule as the limit of indemnity.

Loss

The amount that **you** are legally liable to pay due to a **claim**, including awards of damages, awards of claimant costs and amounts that are pursuant to settlements, but not including **defence costs**.

Pollutant

Any solid, liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health.

Pollution

Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any **pollutant** or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify or neutralise any **pollutant**.

Professional business

Professional activities undertaken by **you** or on **your** behalf arising directly from the **business you** have told **us** about in the question set and statement of fact and appearing on **your** schedule.

Retroactive date

The date from when work **you** performed is covered. This date is shown on **your** schedule.

Subsidiary

A company that **you** either directly or indirectly control through

1. holding a majority of the voting rights
2. the right to appoint or remove a majority of its board of directors, and/or
3. sole control of, pursuant to a written agreement with other shareholders, a majority of that company's voting rights.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

Virus or similar mechanism
Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self replication or not, including but not limited to trojan horses, worms or logic bombs.

You/your/yours
1 The person, firm, company or organisation shown in your schedule as the Insured.

2 Any person, firm, company or organisation shown in your schedule as an additional insured.

3 Any predecessor in business to any firm, company or organisation that has been disclosed to **us**.

4 Any person who is or has been or who becomes a director, partner, member, principal or **employee**, but only for work undertaken for or on behalf of any person or body referred to in **1**, **2** or **3** above.

5 Any retired partner, retired director or retired member of the firm, company or organisation shown in your schedule as the insured and who remains as a consultant to any person, firm, company or organisation shown in your schedule as the Insured.

6 The estate, heirs, executors, legal or personal representatives of any person referred to in **1**, **2**, **3**, **4** or **5** above in the event of their death or incapacity.

✓ What is covered

We will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from

1 a breach of **your** professional duty

2 negligent misstatement or misrepresentation

3 unintentional libel, slander or defamation

4 unintentional breach of or misuse of confidentiality or any right to privacy, or

5 any other civil liability that **you** incur.

The most **we** will pay for **loss** and **defence costs** resulting from all **claims** notified to **us** during the **period of insurance** is the **limit of indemnity** shown in **your** schedule.

Court attendance costs cover
In the event that any of **your** directors, partners, members, principals or **employees** are required to attend court, mediation or arbitration in connection with a **claim** that is covered by this section, provided that **we** have first given **our** written consent, **we** will pay compensation to **you** at £300 per day or part of day for each person required to attend.

The most **we** will pay in total during any one **period of insurance** is £15,000.

This is in addition to the **limit of indemnity**.

Criminal prosecutions defence costs cover
We will pay for **criminal prosecution defence costs** but only where, in **our** reasonable opinion, defending the criminal proceeding could protect **you** against a **claim** or potential **claim** that would be covered by this section.

For any subsequent or concurrent civil action arising out of that criminal offence, notification of that action will be deemed to be notification of a **claim** or **claim circumstance**.

The most **we** will pay for all **criminal prosecution defence costs** in any one **period of insurance** is £250,000 or the **limit of indemnity**, whichever is the lower. This is part of and not in addition to the **limit of indemnity**.

Dishonesty and fraud cover

We will cover **you** for any **claim** and **defence costs** arising from the conduct of **your professional business**, first made against **you** and notified to **us** during the **period of insurance**, for any civil liability including liability for claimant's costs and expenses arising from dishonest or fraudulent acts or omissions by any of **your employees** who are not a principal, partner, member or director.

In the case of any **claim** arising from any dishonest or fraudulent act or omission

1. no person committing or condoning dishonest or fraudulent acts or omissions shall be entitled to cover
2. **we** will not cover dishonest or fraudulent acts or omissions committed by any person after **you** discover, or have reasonable cause for suspicion of dishonesty or fraud on the part of that person
3. in the event of the alleged fraudulent and/or dishonest party making an admission of guilt or being found guilty of that fraud and/or dishonesty, **we** will seek a full refund of any amounts paid by **us** under this section from that fraudulent party.

Any dishonesty or fraud committed by two or more **employees** who were acting together will be regarded as one **claim**.

The most **we** will pay for **loss** resulting from each **claim** that arises out of that dishonest or fraudulent act or omission is the **limit of indemnity**.

We will pay **defence costs** in addition to **loss** that arises out of that dishonest or fraudulent act or omission. If that **loss** amount exceeds the **limit of indemnit**y, the most **we** will pay for **defence costs** will be an amount in the same proportion that the **limit of indemnity** has to the **loss** amount.

Disputed fees cover

We will pay **you** amounts owed to **you** by **your** client where they refuse to pay for work **you** have done for them, including amounts legally owed by **you** to sub-contractors or suppliers, provided always that

1. **we** are satisfied that **your** client has reasonable grounds for being dissatisfied with **your** work and threatens to bring a **claim** for more than the amount owed
2. it is possible to settle the dispute by **you** agreeing not to pursue the outstanding amount, and
3. **we** consider that it will avoid a legitimate **claim** that would otherwise be covered by this section for a greater amount than the amount owed to **you**.

If a **claim** still arises from the same dispute then the amount paid under this section will be deducted from the **limit of indemnity** for that subsequent **claim**.

If **you** eventually recover the debt then the amount paid by **us** must be repaid to **us** less **your** reasonable expenses of recovering the debt due.

The most **we** will pay for **Disputed fees cover** is the **limit of indemnity**.

Formal investigation costs cover

We will pay costs and expenses that **you** incur with **our** prior written approval at a properly constituted hearing, tribunal or proceeding that is covered under this section , but that are not included under the meaning of **defence costs**, provided that the hearing, tribunal or proceeding

1. is first instigated against **you** and notified by **you** to **us** during the **period of insurance**, and
2. arises from the conduct of **your professional business**.

The most **we** will pay for **Formal investigations cover** in any one **period of insurance** is £25,000.

This is in addition to the **limit of indemnity**.

Joint ventures cover

We will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from a civil liability that **you** may become legally liable to pay and that arises whilst **you** are a member of a joint venture or consortium.

The most **we** will pay for **Joint ventures cover** is the **limit of indemnity**.

Loss of documents cover

We will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from the destruction, loss or damage of any **documents**.

We will pay reasonable costs and expenses for replacing or restoring **your** own **documents** that have been destroyed, lost or damaged in the conduct of **your professional business** provided that the destruction, loss or damage is discovered by **you** and notified to **us** during the **period of insurance**.

The most **we** will pay for **Loss of documents cover** is the **limit of indemnity**.

An **excess** of £500 (or the amount shown in **your** schedule if that is lower) will apply to each and every **claim** for loss, of **documents**.

Mitigation costs cover

We will cover **you** for reasonable costs and expenses that **you** incur for any reasonable action **you** take to mitigate a **loss** or potential **loss** that would otherwise be the subject of a **claim** under this section, provided always that

1 **you** obtain **our** prior written consent before incurring these costs and expenses, and

2 **you** prove to **our** satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential **claim**, and

3 if a **claim** still arises from the same **loss** or potential **loss** then the amount paid under this section will be deducted from the **limit of indemnity** for that subsequent **claim**.

The most **we** will pay for **Mitigation costs cover** is the **limit of indemnity**.

Pollution cover

For any **claim** that arises directly or indirectly from **pollution**, **we** will only pay for that **claim** and any **defence costs** related to it if the cause of that **claim** was due to a specific act, error or omission committed by **you**, or by others acting on **your** behalf, in the conduct of **your professional business**.

The most **we** will pay for all **pollution claims** and **defence costs** related to those **pollution claims** in any one **period of insurance** is the **limit of indemnity**.

For the purposes of this cover, **defence costs** are part of and not in addition to the **limit of indemnity**.

Subsidiary creation and acquisition cover

If, during the **period of insurance**, **you**

1 acquire securities or voting rights in another organisation or create another organisation which, as a result of that acquisition or creation, becomes a **subsidiary** of **yours**, or

2 acquire any organisation by merger or consolidation

then that acquired or created organisation will automatically be insured under this section with effect from the date of the acquisition or creation, but only with respect to the performance of **your professional business** performed after the acquisition or creation was completed.

However, if the acquired or created organisation

- **a** has annual fee income or turnover, which is greater than 10% of the annual fee income **you** last declared to **us** prior to the **period of insurance**
- **b** has assets in the United States of America or Canada
- **c** provides advice or services as part of activities which are not activities described in the definition of the **professional business**
- **d** has ever been fined an amount of £10,000 or more or has ever been found guilty of an offence by its regulator, or
- **e** has ever, with regard to any given 12 month period, incurred (through judgment or settlement) total losses equalling or exceeding £100,000 or 10% of the **limit of indemnity** (whichever is less) on account of **claims** made against it in that period

you will give **us** written notice of that acquisition or creation as soon as possible and also provide any additional information **we** may reasonably require. **We** will have the right to amend the terms of this section including but not limited to charging an additional premium. If **you** fail to give **us** written notice of the acquisition or creation then **we** will have the right to refuse to pay any **claim** or **claim circumstance** that arises directly or indirectly in connection with that acquired or created organisation.

Defence and settlement of claims

All **claim(s)** that come from the same act, error or omission or series of acts, errors or omissions, as a result of, or arising directly or indirectly from the same source or original cause, will be regarded as one **claim**.

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **claim**, will not be more than the **limit of indemnity**.

We may at any time pay the **limit of indemnity** or relevant sub-limit. **We** will then have no further liability for that **claim** or **defence costs** except those already incurred at the date of payment of the **limit of indemnity** or sub-limit.

We have the right, but not the obligation, to take control of any **claim** and conduct the investigation, settlement or defence in **your** name. After taking into account the commercial considerations of the costs of defence, **we** may choose to settle a **claim** instead of defending it.

If **we** feel it is necessary, **we** will appoint **our** adjuster, solicitor or other appropriate person to deal with a **claim**. If **you** ask **us**, **we** may agree to appoint **your** solicitor, but only if **we** are satisfied that **your** solicitor has the necessary expertise to undertake this work, only on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval.

If **you** disagree with **our** proposed course of action for any legal proceedings (whether defence or prosecution), then **you** may refer the matter to a King's Counsel of the English Bar to be mutually agreed between **you** and **us**. If **you** and **we** cannot agree on the King's Counsel to be appointed, then the King's Counsel will be appointed by the current Chairman of the English Bar or their representative. The King's Counsel's decision on how the legal proceedings should be handled shall be binding on **you** and **us**.

In resolving this dispute, the King's Counsel will have consideration for the interests of **you** and **us**. The costs of this exercise will be allocated by the agreed or appointed party on a fair and equitable basis.

✗ What is not covered

Asbestos exclusion

We will not cover any **claim** directly or indirectly involving **asbestos** or allegations or concerns relating to **asbestos**.

Associated persons or entities exclusion

We will not cover any **claim** brought by

1. a firm, company or organisation with a financial interest in **you**
2. a firm, company or organisation in which any of **your** partners, directors or principles have a controlling interest
3. any firm, company, organisation or individual who falls within the definition of **you**

unless the **claim** originates from a source independent of that firm, organisation or individual.

Construction or installation exclusion

We will not cover any **claim** arising from the conduct of **your professional business** where **you** undertake any construction, erection, installation or maintenance works or to manufacture or supply materials or equipment (other than project models or displays) in connection with such construction, erection, installation or maintenance works.

Cyber and data protection law exclusion

1. **We** will not cover any **claim**, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount
   a. directly caused by, directly resulting from or directly arising out of
      i. a **cyber act**
      ii. any partial or total unavailability or failure of any **computer system**

      where the **computer system** is owned or controlled by **you** or any party acting on **your** behalf, or
   b. directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of the receipt or transmission of malware, malicious code or a **virus or similar mechanism** by **you** or any party acting on **your** behalf.
2. **We** will not cover any **claim**, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided
   a. to **you** or any party acting on **your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by **you**
   b. by any utility provider, but only where such failure or interruption of service impacts a **computer system** owned or controlled by **you** or any party acting on **your** behalf.
3. **We** will not cover any **claim**, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **data protection law** by **you** or any party acting on **your** behalf.
4. Any cover provided by **your policy** in respect of the costs of reconstituting or recovering lost, inaccessible or damaged **documents** owned or controlled by **you** or any party acting on **your** behalf will not apply to **data**.

Other than as stated within this exclusion or by other restrictions in **your policy** specifically relating to the use of, or inability to use, a **computer system**, no cover otherwise provided by **your policy** will be restricted solely due to the use of, or inability to use, a **computer system**.

Deliberate acts and omissions exclusion

We will not cover any **claim** arising directly or indirectly from any act, error or omission that **you** deliberately, spitefully or recklessly commit, condone or ignore.

Directors' and officers' liabilities exclusion

We will not cover any **claim** made against **you** or **your** directors, officers or trustees for breach of their duties as director, officer or trustee.

Dishonesty and fraud exclusion

We will not cover any **claim** directly or indirectly involving dishonesty or fraud committed by **you** other than as stated in the **Dishonesty and fraud cover**.

Distorted computer records exclusion

We will not cover any costs and expenses **you** incur as a result of the loss or distortion of computer records caused by

1 defects in computer equipment or electronic storage devices

2 wear, tear, vermin or gradual deterioration

3 climatic or atmospheric conditions or extremes of temperature

4 use or processing whilst mounted in or on any machine unless as a result of loss of or damage to the machine itself.

The exclusion will not apply to the **Loss of documents cover**.

Employment exclusion

We will not cover any **claim** arising out of any kind of employment related dispute or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective **employees**.

Excess exclusion

We will not pay the **excess** shown in **your** schedule.

The **excess** does not apply to **defence costs**, **Court attendance costs cover** or **Formal investigation costs cover**.

The **excess** applicable to **Loss of documents cover** is as stated under the **Loss of documents cover**.

Extended liability exclusion

We will not cover **extended liability**.

Financial services exclusion

We will not cover any **claim** arising out of any Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time.

Fines and penalties exclusion

We will not cover any fines, penalties, punitive, multiple, aggravated or exemplary damages awarded against **you**.

Goods supplied exclusion

We will not cover any **claim** arising out of any product, goods or materials that **you** have supplied or used, or made arrangements to supply or use, or the manufacture, repair, sale, installation or maintenance of any product by **you** or on **your** behalf.

Injury exclusion

We will not cover any **claim** for **injury**

1 to any **employee**

2 to any person who is not an **employee** unless directly arising from a breach of duty through a negligent act, error or omission by **you** in the course of **your professional business**.

Insolvency exclusion

We will not cover any **claim** arising out of or in connection with **your** insolvency, bankruptcy or any **claim** made by **your** liquidator, provisional liquidator or administrator.

Insurance or finance arrangement exclusion

We will not cover any **claim** arising from **your** failure to arrange and/or maintain insurance and/or finance.

Internet activity exclusion

We will not cover any **claim** arising out of

1 the management of financial transactions

2 obscene, blasphemous or pornographic materials

on the internet.

North American jurisdiction exclusion

We will not cover any **claim** instituted or pursued

1 within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada or in which it is contended that the laws of the United States of America or Canada should apply

2 to enforce a judgment obtained in any Court of the United States of America or Canada or any territories, which come within the jurisdiction of the United States of America or Canada.

North American territorial exclusion

We will not cover any **claim** arising from the conduct of **your professional business** carried out from offices or premises located within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada.

Patent and copyright exclusion

We will not cover any **claim** involving passing-off or infringement of copyright, design right, registered design, trademark or patent.

Pollution exclusion

We will not cover any **claim** directly or indirectly involving **pollution** other than as stated in the **Pollution cover**.

Previous claims exclusion

We will not cover any **claim**

1 that has been notified under any other policy before the start of cover under this section

2 that **you** were aware of or should have been aware of before the start of cover under this section.

Property damage exclusion

We will not cover any **claim** for loss of or damage to property unless arising directly from a breach of duty through a negligent act, error or omission by **you** in the course of **your professional business**.

Property ownership exclusion

We will not cover any **claim** arising from the ownership, possession, leasing or use of any land or building structure or any other property or goods whether mobile or immobile.

Radioactive contamination exclusion

We will not cover any **claim** arising directly or indirectly from

1 ionising radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel

2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

Retroactive date exclusion

We will not cover any **claim** arising from the performance of **your professional business** carried out before the **retroactive date** shown in **your** schedule.

Taxation, competition or restraint of trade exclusion

We will not cover any **claim** arising directly or indirectly from the breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.

Terrorist act exclusion

We will not cover any **claim** directly or indirectly involving any **terrorist act**.

Trading losses exclusion

We will not cover any **claim** arising out of trading losses or trading liabilities incurred by **you** or any of **your** businesses.

This exclusion will not apply to the **Disputed fees cover**.

War risk exclusion

We will not cover any **claim** arising from or happening through war, invasion, act of foreign enemies, hostilities, whether war is declared or not, civil war, rebellion, revolution, insurrection or military or usurped power.

Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your policy**. Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a **claim**. However, **you** will be covered and **we** will pay **your claim** if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the **loss** which actually occurred in the circumstances in which it occurred.

Admission of liability condition

In the event of a **claim** or discovery of a **claim circumstance**, **you** must not

1. admit liability
2. incur any **defence costs**
3. make any offers of settlement
4. otherwise prejudice the conduct of defence or settlement of that **claim** or **claim circumstance**

without first obtaining **our** written approval.

This applies regardless of any complaint handling procedure or if the amount in dispute is less than **your excess**.

Breach of Claim notification condition or Claim circumstance condition

If **you** do not comply with the **Claim notification condition** or the **Claim circumstance condition** and where the **claim** or **claim circumstance** would otherwise be covered under this section, **we** will not refuse to pay the **claim** provided

1. **you** tell **us** in writing about the **claim** or **claim circumstance** during the **period of insurance**, and
2. **you** can satisfy **us** that **you** had no intention to deceive or mislead.

If, however, this affects **our** ability to handle or settle a **claim** or **claim circumstance**, **we** will reduce the amount **we** pay to the figure **we** reasonably believe would have been payable had **our** ability to handle or settle it not been affected. This does not affect any other condition in this section.

Claim circumstance condition

You must tell **us** in writing as soon as possible within the **period of insurance** about **claim circumstances**.

When telling **us** about **claim circumstances**, **you** must give to **us** full details including but not limited to

1. a description of the **claim circumstance**
2. the nature of the alleged act, error or omission leading to the **claim circumstance** and the date it was committed
3. the nature of the alleged damage
4. the names of the actual or potential claimants and defendants, and
5. the manner in which **you** first became aware of the **claim circumstance**.

If **claim circumstances** that relate to work **you** performed after the **retroactive date** and within the **period of insurance** lead to a **claim** after the **period of insurance** has ended, that **claim** will be deemed to have been made against **you** during the **period of insurance**. provided that **you** told **us** in accordance with the requirements of this condition.

Claim control and co-operation condition

You must give **us** all information and assistance that **we** reasonably require and that is in **your** power to provide.

You must co-operate with **us** and anyone appointed on **our** behalf by

1. providing any information, assistance, signed statements or depositions as **we** may require to comply with any Civil Procedure Rules, Practice directions and Pre-Action Protocols as may be issued
2. assisting to present the best possible defence to a **claim**
3. ensuring access to any information that **we** or **our** representatives may require in the defence of a **claim** or the investigation of any **claim circumstance**, whether or not that information may be privileged
4. provide **us** with any and all information that will allow **us** to determine **our** liability under this section
5. making payment on demand of **your excess** in order to comply with the terms of any settlement **we** have agreed
6. providing any information, assistance, signed statements or depositions as **we** may require to exercise **our** rights of subrogation
7. ensuring that all documents of any description relevant to any **claim** or **claim circumstanc**e are preserved and complete.

Claims notification condition

You must tell **us** in writing as soon as possible within the **period of insurance** about any **claim** against **you** irrespective of **your** views as to the validity of that **claim**.

We will not pay **your claim** where **you** have not complied with this condition.

Dishonesty and fraud condition

You must tell **us** as soon as possible within the **period of insurance** of the discovery of any dishonest or fraudulent act or omission or of any reasonable suspicion that an **employee** has acted dishonestly or fraudulently. **We** will not pay **your claim** where **you** have not complied with this condition.

Expiry of period of insurance condition

If **you** become aware of a **claim** or **claim circumstances** in the seven days immediately before the end of the **period of insurance** but, in **our** reasonable opinion, **you** are unable to tell **us** before the end of the **period of insurance**, **we** will allow **you** an additional seven days immediately after the **period of insurance** to tell **us**.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf steps to enforce rights against any other party before or after any payment is made by **us**.

We will not exercise any right of subrogation against any present or former **employee** unless **we** have made payment brought about or contributed to by any dishonest, fraudulent or malicious act or omission of that present or former **employee**, or if the present or former **employee** conspired to commit or condone any such dishonest, fraudulent or malicious act or omission.

You must not enter into any contract or other agreement that restricts **your** rights of recovery in respect of any **claim** that may be covered by this section.

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