



Talking professions liability insurance portfolio Policy wording



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

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

Our promise to you

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

Steve Langan
Managing Director, Hiscox UK

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any questions or concerns about the sale of **your policy** or the service offered by **your** insurance broker, please speak to **your** insurance broker, Oxygen Insurance, in the first instance at the following address:

The Schemes Manager
Oxygen Insurance
12 Trevor Foster Way
Bradford
BD5 8HB

or by telephone on 01274 760460.

If **you** have any questions or concerns about the terms of **your policy** or the decisions regarding the settlement of a claim, please contact **our** customer relations team at:

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL

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

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

General definitions

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

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

Asbestos risks

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

Business

Your business or profession as shown in the schedule including:

- a. the ownership, maintenance and repair of the premises where you carry out **your** business or profession; and
- b. the letting or sub-letting of rooms within the premises where you carry out **your** business or profession, provided that the business or profession undertaken in such rooms is similar in nature to **your** business or profession.

Confiscation

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

Date recognition

Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.

Endorsement

A change to the terms of the **policy**.

Excess

The amount **you** must bear as the first part of each agreed claim or loss.

Geographical limits

The geographical area shown in the schedule.

Malpractice

Any bodily injury, mental injury, illness, disease or death of any client or patient caused by any negligent act, error or omission committed by **you**:

- a. in the performance of the activities which **you** perform in the course of **your business**; or
- b. in the course of a **samaritan act**.

Nuclear risks

- a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
- b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;
- c. all operations carried out on any site or premises on which anything in a. or b. above is located.

Period of insurance

The time for which this **policy** is in force as shown in the schedule.

Policy

This insurance document, the Employers' liability certificate and the schedule, including any **endorsements**.

Programme

A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.

Samaritan act

Treatment administered by **you** at the scene of an accident or disaster at which **you** are present either by chance or in response to a S.O.S. call following a disaster.

Terrorism

An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

- a. is committed for political, religious, ideological or similar purposes; and
- b. is intended to influence any government or to put the public, or any section of the public, in fear; and
- c. i. involves violence against one or more persons; or

- ii. involves damage to property; or
- iii. endangers life other than that of the person committing the action; or
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

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

Conditions precedent	General conditions 2, 3 and 4 below, General claims condition 1 and the conditions shown in each section under the heading Your obligations are all conditions precedent to our liability. We will not make any payment under this insurance unless you comply with all the requirements of those conditions.
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General conditions	The following conditions apply to the whole of this policy . Any other conditions are shown in the section to which they apply.
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Basis of insurance	<p>1. Because of its importance, all information which you or anyone on your behalf provided before we agreed to insure you is incorporated into and forms the basis of this policy.</p> <p>All facts and matters which might be relevant to our consideration of your proposal must be disclosed and all material representations made to us must be true, otherwise we are entitled to treat this insurance as if it had never existed.</p>
Change of circumstances	<p>2. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy. (A material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). We may then change the terms and conditions of this policy.</p>
Due diligence	<p>3. You must take reasonable steps to prevent accident or injury.</p>
Premium payment	<p>4. We will not make any payment under this policy unless you have paid the premium.</p>
Cancellation	<p>5. You or we can cancel the policy by giving 30 days' written notice. We will give you a pro- rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium under £10.</p> <p>If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy. In this event, the period of insurance will equate to the period for which premium instalments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p>
Multiple insureds	<p>6. The most we will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p>
Aggregate limit	<p>7. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance.</p>

If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.

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| Rights of third parties | 8. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999. |
| Other insurance | 9. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance. |
| Governing law | 10. Unless some other law is agreed in writing, this policy will be governed by the laws of England. |
| Arbitration | 11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. |

General claims conditions

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

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

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

Special definitions for this section

Abuse or molestation	Bodily injury, mental injury, illness, disease or death of any person directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
Advertising	Advertising, publicity or promotion in or of your products or services.
Business activity	The activities shown in the schedule, or proposal form, or in material representations agreed by us, which you perform in the course of your business .
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you , including representation at a coroner's inquest, arising out of the death of any client or patient of yours .
You/your	Also includes any person who was, is or during the period of insurance becomes your partner director, senior manager, employee, member of the ethics committee, or volunteer performing activities in the course of your business .

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your business activity or advertising within the geographical limits for clients or patients, any party brings a claim against you or your employee or volunteer for any civil liability, including:</p> <ol style="list-style-type: none">malpractice;negligence or breach of a duty of care;negligent misstatement or negligent misrepresentation;breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;defamation;dishonesty of your individual partners, directors, employees or outsourcers directly contracted to you and under your supervision;negligence or breach of a duty of care in connection with the transmission of a computer virus or a denial of service attack; <p>we will indemnify you against the sums you have to pay as compensation, unless excluded under What is not covered below.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Sub-contractors or outsourcers	<p>We will indemnify you against any claim falling within the scope of What is covered. Claims against you, which is brought as a result of business activity undertaken on your behalf by any sub-contractor or outsourcer.</p>
Avoiding a potential claim against you	<p>If your client has reasonable grounds for being dissatisfied with the work you have done or which has been done on your behalf, refuses to pay for any or all of it, including amounts you legally owe to sub-contractors or outsourcers at the date of the refusal, and threatens to bring a claim against you for more than the amount owed, it may be possible to settle the dispute with the client by your agreeing not to press for the disputed amount.</p> <p>If so, we will pay you the amount owed to you at that time if we believe that this will avoid a legitimate claim for a greater amount and we have given our prior written approval to settling in this way and for this amount.</p> <p>Alternatively, if it is not possible to reach agreement with the client on this basis but we still believe that by not pressing for the disputed amount you will avoid a legitimate claim or counterclaim for a greater amount, we will pay the amount owed to you at that time.</p>



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

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

We will not make any payment for any part of a claim not covered by this section.

Claims against principals

If, as a result of **your business activity**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against **your** principal and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to the principal that **we** would have made to **you**, provided that the party to be indemnified:

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

Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee or volunteer of **yours**.

Your own losses

Dishonesty of your employees, sub-contractors and outsourcers

If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** discover a loss from the dishonesty of **your** employees or sub-contractors or outsourcers directly contracted to you and under **your** supervision, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss.

Loss of documents

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

Additional cover

Court attendance compensation

If any person within the definition of **you**, or any employee or volunteer of **yours**, has to attend:

- a. court as a witness in connection with a claim against **you** covered under this section for which **we** have agreed to pay **defence costs**; or
- b. a disciplinary hearing in connection with any complaint about **you** covered under this section for which **we** have agreed to pay the costs of specialist assistance, advice and representation;

we will pay **you** compensation for each day or part of a day that their attendance is required by **us**.

Complaints to regulatory bodies

We will pay the costs incurred with **our** prior written agreement to obtain specialist assistance in responding to a complaint about **you** made to a regulatory body during the **period of insurance**.

We will also pay the costs incurred with **our** prior written consent for advice and representation at or leading up to any disciplinary hearing by a regulatory body during the **period of insurance**, including any reasonable appeal against the findings. **We** will not make any payment under this additional cover for costs that are insured elsewhere.

Confidential documents, information and data

If during the **period of insurance** any court or tribunal which is not hearing a case against **you** requests **you** to release any document, information or data of **yours** which is subject to the fundamental principles of confidentiality within **your** profession, **we** will pay the costs incurred with **our** prior written agreement to:

- a. present **your** arguments to the court or tribunal as to the reasons for continued confidentiality;
- b. prepare a report for the court or tribunal as an alternative to the disclosure of the document, information or data;



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provided that such costs are not insured elsewhere.

Transfer of client records

If **you** are an individual or a sole practitioner and:

- a. suffer disablement during the **period of insurance** which totally prevents **you** from working in **your business** and which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement; or
- b. die during the **period of insurance**;

we will pay the reasonable costs of destroying **your** client files or transferring **your** client files to a new individual, sole practitioner, partnership, limited company or not for profit organisation providing the same business activities as **you**.

What is not covered

Matters specific to your business

- A. **We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
1. any contractual liability. However, this exclusion will not apply to any written demand for financial compensation for:
 - a. unintentional breach of a written contract brought by a client or patient with whom **you** have contracted to provide services falling within **your business activities**; or
 - b. unintentional breach of an implied contractual term concerning necessary quality, safety or fitness brought by a client or patient with whom **you** have contracted to provide services falling within **your business activities**.
 2. any contractual liability under 1.a. or 1.b. above where, at the time the contract or variation to an existing contract was entered into, **you** were aware or reasonably ought to have been aware that there were not sufficient technical or logistical resources to perform the contract as promised.
 3. any breach of any warranty or guarantee. However, this exclusion will not apply to:
 - a. **your** warranty or guarantee that **you** will use reasonable care and skill (or an equivalent industry standard) in the performance of a contract;
 - b. **your** warranty or guarantee that any services falling within **your business activities** will not infringe another's intellectual property rights (but not any patent infringement or trade secret misappropriation);
 - c. **your** warranty or guarantee that any services falling within **your business activities** will substantially conform to any material, written specifications and performance standards forming part of the contract between **you** and **your** client or patient;
 4. any breach of any exclusivity, non-competition, non-solicitation, or other similar commercial terms in **your** contract with a client or patient.
 5. any investment of, or direct advice on the investment of, client funds.
 6. any survey or valuation of physical property or any construction or erection work.
 7. any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legislation or regulation related to these activities.
 8. any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
 9. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
 10. any computer **virus** that was not specifically targeted to **your** system.
 11. activities carried out in the name of a consortium, joint venture or profit-sharing scheme in which **you** are a party, unless our **prior** written agreement has been obtained.
 12. any infringement, use, or disclosure of a patent, or any deliberate use, disclosure or misappropriation of a trade secret.

Matters insurable elsewhere	<p>13. the death or any bodily or mental injury, illness or disease suffered by anyone, unless arising directly from malpractice or your breach of a duty of care in the performance of a business activity.</p> <p>14. anyone's employment with or work for you, or any breach of an obligation owed by you as an employer.</p> <p>15. any discrimination, harassment or unfair treatment, however this exclusion will not apply to any claim covered under What is covered, Additional cover, Complaints to regulatory bodies.</p> <p>16. abuse or molestation, however this exclusion will not apply to any claim covered under What is covered, Additional cover, Complaints to regulatory bodies.</p> <p>17. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.</p> <p>18. the loss, damage or destruction of any tangible property:</p> <ol style="list-style-type: none"> a. other than documents in your care, custody or control in connection with a business activity for a client; or b. unless arising directly from your breach of a duty of care in the performance of a business activity. <p style="padding-left: 40px;">This clause does not apply to your own loss under the Loss of documents cover in What is covered.</p> <p>19. any personal liability incurred by a director or officer of yours when acting in that capacity or managing your business, or your breach of any fiduciary duty, other than when performing a business activity for a client, or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements.</p> <p>20. any supply, manufacture, sale, installation or maintenance of any product.</p>
Deliberate, reckless or dishonest acts	<p>21. any statement you knew, or ought reasonably to have known, was defamatory at the time of publication.</p> <p>22. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in What is covered, Claims against you, but we will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.</p> <p>23. the performance of any business activity by you whilst under the influence of intoxicants or narcotics.</p>
Pre-existing problems	<p>24. a. any claim or shortcoming in your work or your own loss which you knew about, or ought reasonably to have known about, before we agreed to insure you;</p> <p>b. any business activities undertaken by you prior to the period of insurance, where the policy in force immediately before the period of insurance continues to provide cover for the business activities undertaken prior to the period of insurance. However this exclusion will not apply to any sums you have to pay as compensation which are greater than the limit of indemnity provided by the policy in force immediately before the period of insurance.</p>
Date recognition	25. date recognition .
War, terrorism and nuclear	26. war, terrorism or nuclear risks .
Asbestos	27. asbestos risks .
Claims brought by a related party	<p>B. We will not make any payment for:</p> <ol style="list-style-type: none"> 1. any claim brought by an insured within the definition of you or any party with a financial, executive or managerial interest in you, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of your business activity.
Restricted recovery rights	<ol style="list-style-type: none"> 2. that part of any claim where your right of recovery is restricted by any contract, unless our prior written agreement has been obtained to that contract.



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Consequential loss	<ol style="list-style-type: none">3. your lost profit, mark-up or liability for VAT or its equivalent.4. any trading loss or trading liability including those arising from the loss of any client, account or business.
Non-compensatory payments	<ol style="list-style-type: none">5. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	<ol style="list-style-type: none">6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

Special conditions

Extended notification period	<p>In the event that this section of the policy is not renewed or replaced for the following reasons:</p> <ol style="list-style-type: none">1. your death;2. your retirement;3. a career break taken by you;4. a change in your business activities; <p>this section shall continue in force for a period of 36 months from the date of non-renewal or non-replacement, provided that:</p> <ol style="list-style-type: none">1. this section shall only apply to claims or losses arising from business activities undertaken during or prior to the period of insurance; and2. no similar insurance is effected elsewhere irrespective of whether cover is excluded; and3. this section or the policy has not been cancelled by us.
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How much we will pay

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

When **we** settle a loss under **Your own losses**, Dishonesty of your employees, sub-contractors and outsourcers, **we** will deduct any sums **you** owe or the value of any property **you** hold belonging to the perpetrator.

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

Special limits

The following special limits are included within and not in addition to the overall limit above.

Criminal proceedings costs	The most we will pay for the costs to defend criminal proceedings is £1,500,000. This applies to all actions brought against you during the period of insurance .
Dishonesty of your employees, sub-contractors and outsourcers	The most we will pay for the total of your own losses arising during the period of insurance from the dishonesty of your employees, sub-contractors and outsourcers is £30,000.
Loss of documents	The most we will pay for the total of all expenses during the period of insurance if any document, information or data of yours is lost, damaged or destroyed is £60,000.
Court attendance compensation	<p>We will pay you the following compensation for each day, or part day:</p> <ol style="list-style-type: none">1. You or your partner or director £5002. Any other employee or volunteer £500



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Confidential documents, information and data

The most **we** will pay for the costs to respond to requests to release any document, information or data is £10,000. This applies to all requests made to **you** during the **period of insurance**.

Transfer of client records

The most **we** will pay for the costs of transferring your client files is £5,000 during the **period of insurance**.

Paying out the limit of indemnity

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

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** and Oxygen Insurance promptly of the following within the **period of insurance** or at the latest within 30 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of a shortcoming in **your** work for a client which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
 - b. any claim or threatened claim against **you**;
 - c. any complaint about **you** made to a regulatory body;
 - d. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee, sub-contractor or outsourcer has acted dishonestly.
2. if, when dealing with **your** client or patient or a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.
3. unless **you** at all times maintain and retain records in accordance with industry practice of all professional services and equipment used in procedures which shall be available for inspection and use by **us** or **our** duly appointed representatives.

Control of defence

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

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

Appointment of legal representation

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

Partially covered claims

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

Payment of full limit of indemnity

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



**Professional indemnity and
malpractice insurance**
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Payment of excess

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

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

Special definitions for this section

Abuse or molestation	Bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
Bodily injury	Death, or any bodily or mental injury, illness or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Employee	Any person working for you in connection with your business who is: a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you ; c. self-employed and working on a labour-only basis under your control or supervision; d. engaged by labour-only sub-contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme. Voluntary helpers are not included within this definition.
Fundraising activities	The following fundraising activities arranged by you that occur within the geographical limits : a. clerical and non-manual work; b. domestic work, including domestic gardening, or car cleaning but not building alterations or repair; c. exhibitions, craft fairs or fetes; d. sponsored walks or hikes; e. charity dinners, luncheons or quiz nights; f. family fun days; g. any other activity not specifically excluded in this section of the policy .
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	If, as a result of your business or fundraising activities , any party brings a claim against you during the period of insurance for: a. property damage or bodily injury other than abuse or molestation ;
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	<p>b. personal injury or denial of access;</p> <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any voluntary helper or employee of yours when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Abuse or molestation claims	<p>If, as a result of your business or fundraising activities, any party brings a claim against you during the period of insurance for abuse or molestation, we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any voluntary helper or employee of yours when they are acting on your behalf in whatever capacity.</p> <p>We will not in any event provide cover to any party who actually commits, condones or ignores any abuse or molestation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Sub-contractors or outsourcers	<p>We will indemnify you against any claim falling within the scope of What is covered, Claims against you, which is brought as a result of your business or fundraising activities undertaken on your behalf by any sub-contractor or outsourcer.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners or any employee or voluntary helper or spouse or child of such person against legal liability as a result of a claim brought during the period of insurance for bodily injury, property damage or personal injury incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than:</p> <ol style="list-style-type: none"> a. where indemnity arises out of the ownership or occupation of land or buildings; b. where indemnity is provided by any other insurance.
Claims against principals	<p>If, as a result of your business or fundraising activities, any party brings a claim, which falls within the scope of What is covered, Claims against you, against your principal and you are liable for that claim, we will treat such claim as if made against you and make the same payment to the principal that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none"> a. has not, in our reasonable opinion, caused or contributed to the claim against them; b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section; c. has not admitted liability or prejudiced the defence of the claim before we are notified of it; d. gives us the information and co-operation we reasonably require for dealing with the claim.
Cross liabilities	<p>If more than one insured is named in the schedule, we will deal with any claim as though a separate policy had been issued to each of them provided that our liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.</p>
Criminal proceedings costs	<p>If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you or any voluntary helper or employee of yours.</p>
Additional cover	
Court attendance compensation	<p>If any person within the definition of you, or any voluntary helper or any employee, has to attend court as a witness in connection with a claim against you covered under this section, we will pay you compensation for each day, or part of a day that their attendance is required by us.</p>
Motor contingent liability	<p>If, any party brings a claim against you during the period of insurance for bodily injury or property damage arising from any mechanically propelled vehicle or any trailer attached to it being used in connection with your business or fundraising activities within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this clause.</p>

We will not make any payment under this clause for any claim:

- a. arising from any mechanically propelled vehicle or any trailer attached to it which is:
 - i. owned by **you**; or
 - ii. loaned, leased, hired or rented to **you**; or
 - iii. provided by **you**;
 - iv. being driven by **you**;
- b. for **property damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
- c. arising from the vehicle being driven by **you** or any person who to **your** knowledge or that of **your** representatives does not hold a licence to drive the vehicle;
- d. more specifically insured under another insurance policy.

What is not covered

Property for which you are responsible

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. voluntary helpers' or **employees**' or visitors' vehicles or effects while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business** or **fundraising activities**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
 2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft or any mechanically propelled vehicles and their trailers.

This does not apply to:

- a. any **tool of trade**;
- b. the loading or unloading of any vehicle off the highway;
- c. any mechanically propelled vehicle or any trailer attached to it which is not owned by **you** or loaned, leased, hired or rented to **you**, but which is being driven by **you** or under **your** instruction for the purpose of removing an obstruction to other vehicles, pedestrians or animals provided that:
 - i. the vehicle or trailer is parked on or obstructing **your** business premises or another premises where **you** are working within the **geographical limits**; and
 - ii. the vehicle or trailer is driven by a person who holds a licence to drive the vehicle or trailer; and
 - iii. the vehicle or trailer is being moved with the owner's permission.

However, **we** will not make any payment:

- i. for **property damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
- ii. where insurance or security is required under the provisions of any road traffic legislation;
- d. any claim covered under **What is covered**, Motor contingent liability.

Injury to employees

3. **bodily injury** to any **employee**.

Pollution

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

	b.	any pollution occurring in the United States of America or Canada.
Computer virus	5.	transmission of a computer virus .
Professional advice	6.	designs, plans, specifications, formulae, directions or advice prepared or given by you .
Your products	7.	the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.
	8.	a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products ;
		b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products .
Deliberate or reckless acts	9.	any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	10.	your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	11.	date recognition .
War, terrorism and nuclear	12.	war, terrorism or nuclear risks .
Asbestos	13.	asbestos risks .
Malpractice	14.	malpractice .
Fundraising activities	15.	a. any activity involving the use of or provision of any: <ul style="list-style-type: none"> i. mechanically driven rides or any activities at speeds exceeding ten miles per hour; or ii. playground equipment or inflatable play equipment including but not limited to bouncy castles, slides and rides; or iii. fireworks, bonfires, pyrotechnics, sparklers or any airborne lantern, sky candle or wish lantern; or iv. weapons; or v. sporting or roller skates, blades or boards;
		b. any activity taking place: <ul style="list-style-type: none"> i. in or on water; or ii. underground; or iii. more than five metres above ground when outside a building or structure or five metres from floor level when inside a building or structure;
		c. aerial activity of any kind including bungee jumping;
		d. winter sports including but not limited to skiing, ice skating and the use of bobsleighs or skeletons;
		e. any kind of race, endurance test, strength test, assault or obstacle course which is known to carry a significantly increased risk of bodily injury including but not limited to a marathon, biathlon, triathlon, iron man competition, mountain bike race, weightlifting or commando challenge;
		f. horse riding or any other equestrian activities;
		g. gymnastics or trampolining;
		h. extreme activity including but not limited to mountaineering, rock-climbing or potholing;
		i. any activity that requires the use of guides or ropes (other than tug-of-war);
		j. any contact sport or professional sports of any kind;

unless declared to **us** and agreed by **us**.

	B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against you resulting from any activities you undertake in any country outside the geographical limits .
Pre-existing problems	5. a. any claim or loss which you knew about, or ought reasonably to have known about, before we agreed to insure you ; b. any activities undertaken by you as a result of your business or fundraising activities prior to the period of insurance , where the policy in force immediately before the period of insurance continues to provide cover for the activities undertaken prior to the period of insurance . However this exclusion will not apply to any sums you have to pay as compensation which are greater than the limit of indemnity provided by the policy in force immediately before the period of insurance .
Criminal actions against employees for abuse or molestation	6. any criminal investigation or proceedings brought against any voluntary helper or employee of yours for abuse or molestation . However we will pay the costs incurred with our prior written consent to defend such an action against your voluntary helper or employee , but only up to the date of any judgment or other final adjudication against the voluntary helper or employee or an admission by the voluntary helper or employee that an act of abuse or molestation did occur.

Special conditions

Extended notification period	In the event that this section of the policy is not renewed or replaced for the following reasons: <ol style="list-style-type: none"> 1. your death; 2. your retirement; 3. a career break taken by you; 4. a change in your business. <p>This section shall continue in force for a period of 36 months from the date of non-renewal or non-replacement, provided that:</p> <ol style="list-style-type: none"> 1. this section shall only apply to claims or losses arising from activities undertaken by you as a result of your business or fundraising activities during the period of insurance; and 2. no similar insurance is effected elsewhere irrespective of whether cover is excluded; and 3. this section or the policy has not been cancelled by us.
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How much we will pay

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

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

Special limits

Products	For claims arising from your products , the most we will pay is a single limit of indemnity for the total of all such claims. We will also pay for defence costs for those claims until the limit of indemnity has been exhausted. You must pay the relevant excess shown in the schedule.
Abuse or molestation claims	The most we will pay for claims arising from abuse or molestation is £1,500,000 during the period of insurance for the total of all such claims and their defence costs , including any claims forming part of a series of other claims regarded as one claim under this section.
Pollution	For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs , including any claims forming part of a series of other claims regarded as one claim under this section. The most we will pay for defence costs in relation to pollution claims is the amount shown in the schedule. You must pay the relevant excess shown in the schedule.
Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs . You must pay the relevant excess shown in the schedule.
Criminal proceedings costs	The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance .
Court attendance compensation	We will pay you the following compensation for each day, or part day: <ol style="list-style-type: none"> 1. You or your partner or director £500 2. Any other employee or voluntary helper £500
Paying out the limit of indemnity	At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs .

Your obligations

If a problem arises	<p>We will not make any payment under this section:</p> <ol style="list-style-type: none"> 1. unless you notify us and Oxygen Insurance promptly of any claim or threatened claim against you. For claims arising out of bodily injury, you must notify us and Oxygen Insurance immediately and in any event within 30 days of a claim or anything which may give rise to a claim under this section. At our request, you must confirm the facts in writing within 30 days with as much information as is available. You should make this notification directly to us and Oxygen Insurance as follows, ensuring you quote your policy number: by post to: Oxygen Insurance, 12 Trevor Foster Way, Bradford BD5 8HB; and by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE; or by email to: liability.claims@hiscox.com. 2. unless you notify us as soon as practicable of: <ol style="list-style-type: none"> a. your discovery that products are defective; b. any threatened criminal action by any governmental, administrative or regulatory body. 3. if, when dealing with your client or a third-party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. You must also not reveal the amount of cover available under this insurance, unless you had to give these details in negotiating a contract with your client or have our prior written agreement.
Correcting problems	We will not make any payment for products claims if you fail to take reasonable steps to remedy or rectify, at your expense, any defect or failure in the goods or services you have supplied to a client, customer or distributor.

Control of defence

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



Public and products liability Policy wording



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

Appointment of legal representation

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

Partially covered claims

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

Payment of full limit of indemnity

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

Payment of excess

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

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

Special definitions for this section

Crisis	A time of severe difficulty in your activities or danger to your business as a result of an insured event that could, if left unmanaged, cause adverse or negative publicity of or media attention to you or your business .
Crisis containment costs	Costs incurred with our consent in utilising the services of the crisis containment provider to limit or mitigate the impact of a crisis .
Crisis containment provider	The person or company named in the schedule.
Insured event	An incident, act or problem that in your good faith opinion could potentially give rise to a covered claim being made by you under any other section of this policy .
Working hours	The hours between 08:00 and 18:00 on any day other than Saturday, Sunday or a public holiday.

What is covered

Crisis containment costs	We will pay crisis containment costs as a direct result of a crisis commencing during the period of insurance .
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What is not covered

We will not make any payment for:

1. **crisis containment costs** relating to any part of a claim not covered by this **policy**.
2. costs which are covered under any other section of this **policy**.
3. **crisis containment costs** which have not been approved in advance by **us** or, if applicable, the **crisis containment provider**.
4. any **crisis containment costs** directly or indirectly due to:
 - a. any incident, act, investigation or problem that affects **your** profession or industry; or
 - b. governmental regulations which affect another country or **your** profession or industry; or
 - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
 - d. socioeconomic changes or business trends which affect **your business** or **your** profession or industry.

How much we will pay

The most **we** will pay under this section is the single limit of indemnity shown in the schedule, irrespective of the number of **crises** or **insured events**.

Your obligations

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

If a crisis arises during working hours

1. If **you** first become aware of the **crisis** during **working hours** **you** must notify **us** of it immediately by phoning **us** on the number provided to **you**.
We will then determine if the incident, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist **you** in the management of the **crisis**.

If a crisis arises outside of working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule.

You will be asked to provide **your policy** number.

You must give the **crisis containment provider** any information which they may reasonably require and co-operate fully with them in the management of the **crisis**. The **crisis containment provider** will then notify **us** of the **crisis** as soon as reasonably practicable.

The **crisis containment provider** is authorised by **us** to spend, at their discretion, up to the amount shown in the schedule in carrying out immediate work outside of **working hours** to limit or mitigate the impact of the **crisis**. Any such payment made by the **crisis containment provider** will not be confirmation of cover under this **policy**.

Special definitions for this section	The General terms and conditions and the following terms and conditions all apply to this section.
Bail costs	Costs incurred with our prior written agreement to pay for a bond or other financial instrument to guarantee an insured person's bail or equivalent in any other jurisdiction.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an insured person during the period of insurance seeking monetary damages or other legal relief or penalty alleging a wrongful act . Any extradition proceeding made against an insured person during the period of insurance .
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend any claim made against an insured person or to fund an appeal, including any premium paid for an appeal bond or similar bond obtained in relation to it, arising from any judgment, decision or award in relation to any claim .
Employee	<ol style="list-style-type: none"> Any person under a contract of service with you. Any independent person seconded to you. Any applicant or candidate for employment with you.
Employment claim	Any claim by any employee for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy arising solely as a result of the employment or non-employment by you of any current, former or prospective employee .
Extradition proceeding	Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals.
Health and safety/ manslaughter claim	Any claim against any insured person alleging involuntary, constructive or gross negligence manslaughter or any claim under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction.
Insured person	<ol style="list-style-type: none"> Any natural person who was, is, or during the period of insurance becomes a director, partner, member or officer of you. Any de facto director of you whilst acting in such capacity for you. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction. Any employee of you. The lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a claim against that person. The estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person.
Investigation	An official examination, official enquiry or official investigation into your business activities conducted by any regulator, government department or other body legally empowered. Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of your industry which is not solely related to your or any insured person's conduct.
Legal representation costs	Reasonable and necessary legal costs, fees, charges and expenses for which any insured person is legally liable, incurred with our prior written consent (not including remuneration of any insured person or other additional costs of yours) for legal representation directly in relation to an investigation .
Loss	In respect of a claim the amount any insured person becomes legally liable to pay for defence costs , legal representation costs , awards of damages including punitive and exemplary damages where legally permissible, awards of costs including claimants legal costs and expenses and settlements with our prior written agreement.

Loss does not include any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits, punitive and exemplary damages in relation to an **employment claim** or the multiplied portion of any damages award unless awarded for defamation.

Outside entity

Any organisation other than **you**:

1. that is tax exempt and not for profit; or
2. in which **you** hold any issued share
other than:
 - a. any company registered outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland; or
 - b. any company traded on any recognised stock exchange; or
 - c. any bank, investment company, investment advisor or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage, insurer or similar organisation.

Pollutant

Any contaminant, irritant or other substance including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).

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**.

Prior and pending litigation date

The date stated as the prior and pending litigation date in the schedule.

Securities

Any debt or equity interest in **you**.

Subsidiary

Any entity in which **you**:

1. own directly or through one or more of **your** subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or
2. control a majority of its voting rights under a written agreement with other shareholders or members.

If an entity ceases to be a **subsidiary** during the **period of insurance**, cover will continue but only for a **claim** against **you** or an **insured person** arising from a **wrongful act** committed before it ceased to be a **subsidiary**.

Wrongful act

Any actual or alleged act, error or omission committed or attempted by an **insured person** arising from the performance of the **insured person's** duties solely in their capacity as **your** director, officer or **employee** including:

1. breach of any duty, including fiduciary or statutory duty;
2. breach of trust;
3. negligence, negligent misstatement, misleading statement or negligent misrepresentation;
4. defamation;
5. wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation);
6. breach of warranty of authority;
7. any other act, error or omission attempted or allegedly committed or attempted by an **insured person** solely because of their status as a director, officer or **employee** of **you**.

You/your

Also includes a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** provided that the newly created or acquired **subsidiary**:

1. is not domiciled in the United States of America; or
2. does not trade any of its **securities** on any United States of America exchange;

but only for a **claim** against an **insured person** arising from a **wrongful act** committed after the date of creation or acquisition of such **subsidiary**.

If **you** require cover for any newly created or acquired **subsidiaries** which do not fall within the above parameters, **we** will consider providing cover subject to **you** providing all appropriate information. **We** shall be entitled to amend the terms and conditions of this section during the **period of insurance** and may charge a reasonable additional premium.

What is covered

Claims against an insured person	We will pay on behalf of any insured person the loss arising from a claim against any insured person for any wrongful act within the geographical limits .
Company reimbursement	We will pay on your behalf the loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a claim against an insured person for a wrongful act within the geographical limits . You must pay the relevant excess shown in the schedule. If you are permitted or obliged to provide such payment but fail to do so for any reason other than your insolvency, we will pay the amount of the claim less the relevant excess regardless of whether you advanced payment or indemnified an insured person for such loss .
Health and safety/ manslaughter	We will pay on your behalf loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a health and safety/manslaughter claim , including any equivalent legislation in any other jurisdiction, against an insured person for a wrongful act within the geographical limits . You must pay the relevant excess shown in the schedule.
Extradition proceedings	We will pay on your behalf the loss arising from any extradition proceeding against any insured person during the period of insurance .
Employment	We will pay on behalf of any insured person the loss arising from an employment claim during the period of insurance brought by a current, former or potential employee of yours . This cover does not apply if the insured person is covered under the Management liability - Employment practices liability section of this policy.
Outside entity	We will also indemnify the insured person against the sums that person has to pay as loss for a claim arising directly from any wrongful act the insured person commits in their capacity as a director or officer of an outside entity , provided that the insured person acts in that capacity at your specific written request and the claim does not arise from a wrongful act committed after the insured person ceased to act in this capacity. However, we will only pay in excess of any indemnity provided by the outside entity to its directors or officers and any other insurance available to its directors and officers.
Pension or employee benefit schemes	We will pay on behalf of any insured person the loss in respect of a claim arising from an insured person's operation or administration of any pension or employee benefit scheme or trust fund of yours .
Pollution	We will pay on behalf of any insured person the loss in respect of a claim arising from pollution .
Representation costs	<ol style="list-style-type: none"> 1. We will pay on behalf of any insured person the legal representation costs arising from an investigation first notified as being required during the period of insurance. 2. We will pay on your behalf the legal representation costs arising from an investigation against an insured person which you are legally obliged or permitted to pay on behalf of the insured person first notified as being required during the period of insurance.
Bail costs	We will pay on behalf of any insured person bail costs arising from a claim against an insured person for a wrongful act within the geographical limits .

Additional cover

Additional defence costs	In the event that the limit of indemnity for this section is exhausted we will pay for additional defence costs up to the amount stated in the schedule, provided that the insured person has previously not been the subject of a claim for a wrongful act or series of wrongful acts that led to the exhaustion of the limit of indemnity for this section. This additional cover applies to the payment of defence costs only.
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What is not covered	We will not make any payment for any claim, loss or investigation:
Deliberate or dishonest acts	<p>1. Based upon, attributable to or arising out of:</p> <ul style="list-style-type: none"> a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any insured person; b. an act intended to secure or which does secure a personal profit or advantage to which any insured person was not legally entitled; c. an act intended to secure or which does secure a profit for any other company where an insured person is a director, officer or employee of such company. <p>This exclusion will only apply after a judgment or other final adjudication or an admission by an insured person that such act did occur. We may request that an opinion be obtained from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur. This exclusion shall apply if counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur. Such opinion will be binding on us and the insured person. The costs of such opinion shall be met by us.</p>
Prior claims, investigations and circumstances	<p>2. Based upon, attributable to or arising out of any claim, investigation or circumstance which you were aware of, or that has been reported under any policy existing or expired, prior to the start of the period of insurance.</p>
Prior litigation	<p>3. Based upon, attributable to or arising out of any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving an insured person, you or an outside entity initiated prior to the prior and pending litigation date.</p>
Defined benefit pension schemes	<p>4. Based upon, attributable to or arising out of an insured person's operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.</p>
RICO/SEC/ERISA	<p>5. Based upon, attributable to or arising out of the following legislation in the United States of America:</p> <ul style="list-style-type: none"> a. any breach of the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments to this Act or any rules or regulations made under it; b. any breach of the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both Acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction arising out of, involving or relating to the sale of securities; c. any breach of the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.
Matters insurable elsewhere	<p>6. For mental or emotional distress (except an employment claim), sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property.</p> <p>This exclusion shall not apply to any health and safety/manslaughter claim.</p> <p>7. Based upon, attributable to or arising out of the use of any mechanically propelled vehicle for which compulsory insurance is required under any legislation.</p> <p>This exclusion does not apply to legal representation costs or defence costs directly relating to any criminal or regulatory proceedings.</p>
Claims brought by a related party in the United States of America	<p>8. Based upon, attributable to or arising out of any claim brought or maintained by you, an outside entity or an insured person within or subject to the laws of the United States of America, however this exclusion will not apply to:</p> <ul style="list-style-type: none"> a. defence costs; b. any shareholder derivative proceedings in your name without your or any insured person's solicitation, assistance or participation;

	<ul style="list-style-type: none"> c. any claim brought by your liquidator, receiver or administrative receiver or similar body; d. any employment claim; e. any claim made by a past insured person of you; f. any claim seeking a contribution or indemnity if such claim is otherwise covered by this section.
Breach of professional duty	<p>9. Based upon, attributable to or arising out of any claim relating to a breach of or failure to provide professional duties or services.</p> <p>This exclusion will not apply to a claim by any of your shareholders including any shareholder derivative proceedings in your name without your or any insured person's voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.</p>
Shareholders	10. Brought by or on behalf of any company owning 15% or more of your issued share capital.
Takeovers and mergers	<p>11. Based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person after you merge or consolidate with another company or any party acquires more than 50% of your issued share capital.</p> <p>In the event of a subsidiary ceasing during the period of insurance to be a subsidiary cover under this section shall be amended to apply solely to loss arising out of any claim for a wrongful act committed by an insured person prior to the effective date of sale or dissolution.</p>
Share offerings	12. Based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person in relation to any actual public offering of your share capital unless we have given our prior written agreement and you have paid any additional premium and accepted any amendments we may require to the terms and conditions of this section.
Financial advantage	13. Based upon, attributable to or arising out of the gaining of any financial advantage to which the insured person was not entitled, including the repayment of any wrongfully received monies.

Special conditions

General terms	<p>The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each insured person and to you, except for General condition 4, Premium payment which applies only to you.</p> <p>General condition 1, paragraph 2 and General claims condition 2 shall not apply to this section. Under this section only we waive our right to rescind the policy on the grounds of non-disclosure or misrepresentation or fraud.</p> <p>General condition 2 shall not apply to this section.</p> <p>General condition 5. Cancellation shall only apply to this section at the end of the period of insurance or the anniversary date whichever comes first.</p> <p>You agree to act on behalf of all the insured persons as regards paying the premium and giving or receiving notice of all matters relevant to this section.</p>
Information provided by an insured person	All information which any insured person provided before we agreed to insure you will be considered as a separate application for each insured person and as such the knowledge of or any statement made by an insured person will not be imputed to any other insured person for the purposes of determining whether cover is available for any claim against such other insured person .
Extended notification period	<p>If we or you refuse to renew this section of the policy for any reason other than non-payment of premium, administration, liquidation or insolvency, you or any insured person may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium.</p> <p>If you do so, the first paragraph of item 1 under Your obligations in this section will then be amended to:</p> <p>We will not make any payment under this section unless you notify us promptly of the following within the period of insurance or at the latest within 12 months after it expires:</p>

This extended notification period is only available if:

1. **we** receive written notice of purchase from **you** or an **insured person** and the premium within 30 days following the end of the **period of insurance**; and
2. this section of the **policy** is not replaced or succeeded by any other policy providing directors and officers liability cover; and
3. at the end of the **period of insurance**, **you** have not merged or consolidated with another company, nor has any party acquired 50% or more of **your** issued share capital.

If **we** offer renewal terms, conditions, limits of liability or premium different from those of the expiring policy, this does not constitute a refusal to renew.

The entire premium for this section is considered fully earned at the beginning of the extended notification period. **We** will not refund any premium if **you** or any **insured person** cancels the extended notification period before it ends.

The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.

You or any **insured person** will not have the right to purchase an extended notification period if:

1. **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital; or
2. if cover under this section is continued solely as a result of the former directors special condition; or
3. if this section or the **policy** is cancelled.

Takeovers and mergers extended notification period

In the event that **you** merge or consolidate with another company, or any party acquires more than 50% of **your** issued share capital, during the **period of insurance** **you** may on payment of an additional premium of 200% of the annual section premium request that this section continue in force for a period of 72 months from the expiry date of the current **period of insurance**, provided that such extension shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of such takeover or merger.

The extended notification period and former directors special conditions shall not apply to any such extension.

Management buy-outs

If during the **period of insurance** the existing management conduct a management buy-out, **we** agree to provide cover to the same level and terms of this **policy** for the new company for a period of 30 days from the buy-out date for any **wrongful act** committed by any individual **insured person** subsequent to the buy-out.

This cover will only apply excess of any other insurance and indemnification available from any other source.

Former directors

In the event that **you** do not renew or replace this section of the **policy**, and only in respect of any **insured person** who ceases to be a director prior to the date of non-renewal for reasons other than disqualification or **your** insolvency, administration or liquidation from holding such a position, this section shall continue in force for a period of 120 months from the date of non-renewal (the 'run-off period'), provided that:

1. this section shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of retirement of the **insured person**;
2. the run-off period shall run concurrently with any extended notification period;
3. no similar insurance is effected elsewhere;
4. this section or the **policy** has not been cancelled.

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount **we** pay on an **insured person's** behalf as a director of an **outside entity**, and on **your** behalf, and for **claims** against an **insured person's** spouse, civil or unmarried partner.

Each **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation costs** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

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

Paying out the limit of indemnity

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

Your obligations

Notification

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** become aware of within the seven days before expiry:
 - a. the **insured person's** first awareness of any **wrongful act**;
 - b. any **claim** or threatened **claim** against an **insured person** or the **insured person's** lawful spouse, civil or unmarried partner;
 - c. any **investigation** into **you** or an **insured person**;
 - d. the threat or commencement of any disqualification proceedings against any **insured person**;
 - e. the threat or commencement of proceedings against any **insured person** for pollution.
2. if, when dealing with a third-party, **you** or the **insured person** admit that **you** or the **insured person** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance.
3. to any **insured person** who, prior to the **period of insurance**, had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**.

Control of defence and payment of a claim

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

We have the right, but not the obligation, to take control of and conduct in **your** name or the name of any **insured person**, the investigation, settlement or defence of any **claim**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim**.

We shall have the right to participate fully in the defence of any **claim** including negotiation of any settlement. **We** shall have the right to defend any **claim** brought by **you**.

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on **us** and **you** and any **insured person** and will establish whether policy cover exists, defence of said **claim** will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** and/or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section and/or is also made against **you** and any other person who is not an **insured person**, **we**, **you** and the **insured person** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.



Legal Information



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