



**Your policy documents for:**

**Netonline Media**

Your reference: 14549686

Underwritten by



Manage your policy online:  
[www.policybee.co.uk/login](http://www.policybee.co.uk/login)



Call us:  
0345 222 5360



Email us:  
[hello@policybee.co.uk](mailto:hello@policybee.co.uk)



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[@PolicyBee](https://twitter.com/PolicyBee)

## Policy Schedule

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

**Schedule effective date: 07/05/2018**

## Insurance details

<b>Policy number:</b>	14549686
<b>Period of insurance:</b>	From 07/05/2018 to 06/05/2019 both days inclusive.  This policy is a continuing cover policy.
<b>Anniversary date:</b>	07 May
<b>Insured:</b>	Netonline Media
<b>Address:</b>	Flat 7 Harrow Close, Chessington, KT9 2HR
<b>Additional insureds:</b>	None
<b>Business:</b>	Digital Design & Videography

## Premium details

Annual premium:	£75.00
Insurance Premium Tax (IPT):	£9.00
Annual total:	£84.00

## Summary

General information	
<b>Underwritten by:</b>	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy.
<b>General terms and conditions wording:</b>	15661 WD-PIP-UK-GTCA(2) The general terms and conditions apply to the whole of this policy. Any other conditions are shown in the section to which they apply.

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

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

Cover	Limit	Excess	Annual premium (inc IPT)
Public and products liability	£1,000,000	£250	£56.28
Legal protection	£100,000	£0	£27.72
<b>The figures above are in summary only and are not in addition to the amount insured specified against each cover section below.</b>			

**Your cover**

**Section: Public and products liability**

<b>Cover start date</b>	07/05/2018
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Wording</b>	16166-WD-PROF-UK-PPL(1)
<b>Limit of indemnity</b>	£1,000,000 each and every claim or loss, excluding defence costs and criminal proceedings costs
<b>Excess</b>	£250 each and every claim for property damage only
<b>Geographical limits</b>	European Union
<b>Applicable courts</b>	European Union

**Abuse or molestation (included within and not in addition to the overall limit above)**

Limit of indemnity	£1,000,000 in the aggregate, including all costs
Excess	£2,500 each and every claimant in respect of each and every claim or loss, excluding defence costs
Geographical limits	European Union
Applicable courts	European Union

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

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

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

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

**Special excesses**

Unauthorised use of third-party telephones by your employees	£250 each and every claim
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**Section: Legal protection**

**Hiscox Business Insurance  
Policy Schedule and Statement of Fact**

<b>Cover start date</b>	07/05/2018
<b>Insurer</b>	DAS Legal Expenses Insurance Company Limited
<b>Wording</b>	16375-WD-PROF-UK-LST(1)
<b>Limit</b>	£100,000 total amount insured
<b>Excess</b>	Nil
<b>Territorial limit</b>	For insured incidents 2 Legal Defence (excluding 2.4), and 3 b. Bodily Injury European Union, Isle of Man, Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. For all other insured incidents United Kingdom of Great Britain and Northern Ireland, Isle of Man, Channel Islands and any other extension agreed with DAS.

<b>Cover</b>	
Employment disputes and compensation awards	Covered
Legal defence	Covered
Property protection and bodily injury	Covered
Tax protection	Covered
Debt recovery	Covered
Contract disputes	Covered

<b>Special excesses</b>	
Contract disputes	£500 each and every claim where the amount in dispute exceeds £5,000

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

### Important information and contact details

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

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

#### Insurers

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

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

#### Commercial assistance and legal advice helpline:

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

This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:

Employment  
Prosecutions  
Discrimination in the workplace  
Health & safety  
European law

Helpline number: +44 (0)800 8402269

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

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

### Statement of fact

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

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

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

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

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

#### Continuing cover: Maximum allowable amounts

Category	Declared amount	Maximum allowable
Turnover	£20,000	£150,000

#### Continuing cover: Your statements and answers

##### You and your business

We asked you	You answered
What is your organisation's business description?	Digital Design & Videography
When it comes to your current or past businesses, are you aware of any circumstance or incident that may give rise to a loss or a claim being made against you?	No
Have you or any of your directors or partners: <ul style="list-style-type: none"> <li>• Been declared bankrupt or insolvent either in a personal capacity or in connection with a business liability</li> <li>• Been convicted of, or charged with, a criminal offence other than a conviction spent under the Rehabilitation of Offenders Act 1974</li> <li>• Had an insurance policy cancelled by the insurer</li> <li>• Ever suffered any claim or loss that would fall within the scope of this insurance</li> </ul>	No

##### Public and products liability insurance

We asked you	You answered
Do you work outside the UK or under non UK-law contracts?	No
Do you host, coordinate or organise any events?	No
Do you sell, supply, make, install, repair or service any products?	No



**Hiscox Business Insurance  
Policy Schedule and Statement of Fact**



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## Your Hiscox insurance

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

If there's anything here you're not sure about, please email [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk) or call us on 0345 222 5360, Monday to Friday, 9-5.30.

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## Your obligations

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

It's important to bear in mind:

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

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## Policy length

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

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

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## The insurer

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

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## Retroactive dates

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

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

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## Cancellations

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

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

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

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## Dealing with claims - your part

When it comes to claims, speed is everything. You should get in touch as soon as you're aware of any incident or event that could lead to a claim. This includes a mistake or shortcoming in your work, a client criticising your work (even if you don't agree), or a client withholding payment because they're not happy with your work.

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

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

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

- Appoint a solicitor or other specialist

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

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

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

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

### **Complaints**

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

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

## Public and products liability insurance

Your policy wording: 16166-WD-PROF-UK-PPL(1)

### What are you covered for?

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

Your policy will pay:

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

### What's not covered?

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Your policy will not pay claims arising from:

- Abuse or molestation, unless this cover is specifically shown as being covered in your policy schedule.
- Death or bodily or mental injury or disease of any employee or volunteer of yours.
- The ownership, possession or use of any watercraft, hovercraft, aircraft, drone or mechanically propelled vehicle.
- Any unauthorised or malicious act involving the use or processing of or access to any computer system.
- Any designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice given by you.
- The recall, removal, repair, reconditioning or replacement of any goods you have supplied.
- The failure of any product, service, process or system provided by you to perform its intended function.
- The actions of any person supplied by you to a client under contract.

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

### How much are you covered for?

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

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

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

### Geographical cover and jurisdiction

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You're covered to work in the EU. Claims made against you must be subject to EU law.

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16166-WD-PROF-UK-PPL(1)

## Legal protection insurance

Your policy wording: 16375-WD-PROF-UK-LST(1)

### What are you covered for?

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Legal protection insurance covers you for legal costs, including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. It will also pay the costs of appealing or defending an appeal.

Your policy covers:

- Employment disputes: defending your legal rights in respect of any dispute with an employee or ex-employee relating to their contract of employment or to recover possession of your premises from them.
- Compensation awards: basic and compensatory awards arising from an alleged breach of an employee's or ex-employee's statutory rights under employment legislation.
- Legal defence: defending your legal rights in respect of any non-motor criminal prosecutions and some specific civil actions, such as breach of the Data Protection Act 1998 and unlawful discrimination.
- Property protection: pursuing your legal rights in a civil action following an event causing physical damage to material property which you own or are responsible for, or any nuisance or trespass.
- Bodily injury: at your request, pursuing your employees' and their family members' legal rights following their death or bodily injury.
- Tax protection: negotiating on your behalf and representing you in any appeal proceedings arising out of an Income Tax or Corporation Tax compliance check by or a dispute with HM Revenue or Customs.
- Contract disputes: negotiating for your legal rights in a contractual dispute over any agreement entered into by you for the purchase or provision of goods or services, where the disputed amount exceeds £250.
- Debt recovery: negotiating for your legal rights to recover money and interest due from the sale or provision of goods or services, where the debt exceeds £250.

### What's not covered?

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Your policy will not cover:

- Any civil claim unless it is more likely than not that the insured person will recover damages or make a successful defence.
- Any claim reported to DAS more than 180 days after the date that the relevant insured person should have known about the insured incident.
- Any costs or expenses incurred before DAS have agreed to accept the claim.
- Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- Any claim where the insured person is not represented by a law firm, barrister or tax expert.
- Any claim relating to written or verbal remarks that damage the insured person's reputation.
- Employment disputes in respect of damages for personal injury or loss of or damage to property.
- Any claim relating to import or excise duties or any tax avoidance scheme.
- Any contract dispute or debt recovery relating to the amount of an insurance claim or any loan, mortgage, pension or other financial product.
- Any contract dispute arising from a breach or alleged breach of professional duty by an insured person.

The policy will also not cover claims unless you tell DAS if you receive an offer of settlement in respect of a claim or if you make an offer without their written consent. DAS may reduce any payment by an amount equal to the detriment it has suffered if you do not take reasonable steps to keep any amount DAS have to pay as low as possible.

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

### How much are you covered for?

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You're covered for fees and awards up to the level you've selected. If multiple claims originating from the same cause arise, then the level you've selected will be the total amount payable for all those claims combined.

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

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No excess applies, except you will be required to pay the first £200 of claims arising from an examination by the Inland Revenue which considers one or more specific aspects of the policyholder's self assessment and/or corporation tax return.

### Geographical cover and jurisdiction

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Cover applies to the countries as noted on your policy schedule.

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16375-WD-PROF-UK-LST(1)

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

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**Professional indemnity insurance** - *not included in your policy*

Professional indemnity insurance protects you against claims made by dissatisfied clients. It covers both the legal costs involved in defending you and any compensation or awards you're liable to pay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**Legal protection insurance** - *included in your policy*

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

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

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

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

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

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


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

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

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**Our promise to you**

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



**Steve Langan**  
CEO, Hiscox Insurance Company

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**Complaints procedure**

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

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

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

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

<b>General definitions</b>	Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> . The words defined below are used throughout this <b>policy</b> . Any other definitions are shown in the section to which they apply.
<b>Asbestos risks</b>	<ul style="list-style-type: none"> <li>a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li> <li>b. exposure to asbestos, asbestos fibres or materials containing asbestos; or</li> <li>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.</li> </ul>
<b>Business</b>	<b>Your</b> business or profession as shown in the schedule.
<b>Confiscation</b>	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
<b>Date recognition</b>	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Nuclear risks</b>	<ul style="list-style-type: none"> <li>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li> <li>b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li> <li>c. all operations carried out on any site or premises on which anything in a. or b. above is located.</li> </ul>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Program</b>	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
<b>Terrorism</b>	<p>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:</p> <ul style="list-style-type: none"> <li>a. is committed for political, religious, ideological or similar purposes; and</li> <li>b. is intended to influence any government or to put the public, or any section of the public, in fear; and</li> <li>c. <ul style="list-style-type: none"> <li>i. involves violence against one or more persons; or</li> <li>ii. involves damage to property; or</li> <li>iii. endangers life other than that of the person committing the action; or</li> <li>iv. creates a risk to health or safety of the public or a section of the public; or</li> <li>v. is designed to interfere with or to disrupt an electronic system.</li> </ul> </li> </ul>
<b>Virus</b>	<b>Programmes</b> that are secretly introduced without <b>your</b> permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/us/our</b>	The insurers named in the schedule.
<b>You/your</b>	The insured named in the schedule.

<b>General conditions</b>	The following conditions apply to the whole of this <b>policy</b> . Any other conditions are shown in the section to which they apply.
Presentation of the risk	<p>1. In agreeing to insure <b>you</b> and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given <b>us</b>. <b>You</b> must provide a fair presentation of the risk and must take care when answering any questions <b>we</b> ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which <b>you</b> (including <b>your</b> senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.</p>
If you fail to make a fair presentation	<p>2. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to present the risk to <b>us</b> fairly, <b>we</b> may treat this <b>policy</b> as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> and <b>we</b> will be entitled to retain all premiums paid.</p> <p>b. If <b>we</b> establish that <b>you</b> failed to present the risk to <b>us</b> fairly but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> made a fair presentation of the risk, as follows:</p> <p>i. if <b>we</b> would not have provided this <b>policy</b>, <b>we</b> may treat it as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b>. <b>We</b> will refund any premiums <b>you</b> have paid; or</p> <p>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the start of the <b>period of insurance</b>. This may result in <b>us</b> making no payment for a particular claim or loss. <b>You</b> must reimburse any payment made by <b>us</b> that <b>we</b> would not have paid if such terms had been in effect.</p>
Change of circumstances	<p>3. <b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b> (a material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance). <b>We</b> may then change the terms and conditions of this <b>policy</b> or cancel it in accordance with the Cancellation condition,</p>
If you fail to notify us of a change of circumstances	<p>4. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to:</p> <p>i. notify <b>us</b> of a change of circumstances which may materially affect the <b>policy</b>; or</p> <p>ii. comply with the obligation in 1. above to make a fair presentation of the risk to <b>us</b> when providing us with information in relation to a change of circumstances;</p> <p><b>we</b> may treat this <b>policy</b> as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. <b>You</b> must reimburse all payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will be entitled to retain all premiums paid.</p> <p>b. If <b>we</b> establish that <b>you</b> failed to notify <b>us</b> of a change of circumstances or to make a fair presentation of the risk to <b>us</b> when providing <b>us</b> with information in relation to a change of circumstances, but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> fairly presented the change of circumstances to <b>us</b>, as follows:</p> <p>i. if <b>we</b> would have cancelled this <b>policy</b>, <b>we</b> may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. <b>You</b> must reimburse any payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will refund any premiums <b>you</b> have paid in respect of any period after the date when cancellation would have been effective; or</p> <p>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the date when <b>your</b> circumstances changed. This may result in <b>us</b> making no payment for a particular claim or loss.</p>



## General terms and conditions

- |                               |  |
|-------------------------------|--|
| Reasonable precautions        | 5. <b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair. <b>We</b> will not make any payment under this <b>policy</b> in respect of any incident occurring whilst <b>you</b> are not in compliance with this condition unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.  |
| Premium payment               | 6. <b>We</b> will not make any payment under this <b>policy</b> until <b>you</b> have paid the premium.  |
| Cancellation                  | 7. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro-rata refund of the premium for the remaining portion of the <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium under £20.<br><br>If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b> . In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b> . <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing. |
| Multiple insureds             | 8. The most <b>we</b> will pay is the relevant amount shown in the schedule.<br><br>If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b> .<br><br><b>You</b> agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b> .   |
| Aggregate limit               | 9. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b> .<br><br>If the <b>period of insurance</b> is continuous, the aggregate limit will apply to all relevant claims or losses covered under the <b>policy</b> during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.  |
| Rights of third parties       | 10. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b> . Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.  |
| Other insurance               | 11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.   |
| Cover under multiple sections | 12. Where <b>you</b> , including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b> , are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b> , being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.   |
| Governing law                 | 13. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.  |
| Arbitration                   | 14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.   |

**General claims conditions**

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

## Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
  - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy** in accordance with the terms of each section; and
  - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
2. **You** must:
  - a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
  - b. give us all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your** name but at **our** expense.

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

## Fraud

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

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

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

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**Special definitions  
for this section**

<b>Abuse or molestation</b>	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
<b>Abuse or molestation retroactive date</b>	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Computer system</b>	Any computer network, hardware, software, information technology and communications system, including any email, intranet, extranet, website or data held electronically.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Drone</b>	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
<b>Employee</b>	Any person working for <b>you</b> in connection with <b>your business</b> who is: a. employed by <b>you</b> under a contract of service or apprenticeship; b. hired to or borrowed by <b>you</b> ; c. under <b>your</b> control or supervision and is self-employed or working on a labour-only basis; 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; g. a voluntary worker engaged with <b>your</b> permission.
<b>Inefficacy</b>	The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.
<b>Misuse of a computer system</b>	Any unauthorised or malicious act, or threat of any unauthorised or malicious act, involving the use or operation or processing of or access to any <b>computer system</b> .
<b>Personal injury</b>	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation. This does not include <b>drones</b> .
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> director, partner, trustee, committee member, senior manager or officer in actual control of <b>your</b> operations.

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**What is covered**

Claims against you	<p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li><b>bodily injury</b>, other than <b>abuse or molestation</b>, or <b>property damage</b> occurring during the <b>period of insurance</b>;</li><li><b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>,</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any <b>employee</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Abuse or molestation claims	<p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> during the <b>period of insurance</b> for <b>abuse or molestation</b> committed after the <b>abuse or molestation retroactive date</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any <b>employee</b> when they are acting on <b>your</b> behalf in whatever capacity. However, <b>we</b> will not in any event provide cover to any party who commits, condones or ignores any <b>abuse or molestation</b>.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners, trustees, committee members, <b>employees</b> or the spouse of any such person against legal liability as a result of <b>bodily injury</b>, <b>property damage</b> or <b>personal injury</b>, which falls within the scope of <b>What is covered</b>, Claims against you, incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than where such liability:</p> <ol style="list-style-type: none"><li>arises out of:<ol style="list-style-type: none"><li>any loss of a third-party's key or electronic pass card;</li><li>any failure to secure a third-party's premises;</li><li>the ownership or occupation of land or buildings; or</li></ol></li><li>is covered by any other insurance.</li></ol>
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against any:</p> <ol style="list-style-type: none"><li>party individually stated in the Public and products liability section of the schedule under Named third parties; or</li><li>other party with whom <b>you</b> have entered into a contract or agreement in connection with <b>your business</b>;</li></ol> <p>and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if it had been made against <b>you</b> and make the same payment to such party that <b>we</b> would have made to <b>you</b>, provided that they:</p> <ol style="list-style-type: none"><li>have not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>accept that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li><li>have not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li><li>give <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li></ol>
Cross liabilities	<p>If more than one insured is named in the schedule, <b>we</b> will deal with any claim as though a separate policy had been issued to each of them provided that <b>our</b> liability in the aggregate shall not exceed the applicable limit of indemnity stated in the schedule.</p>
Criminal proceedings costs	<p>If, during the <b>period of insurance</b>, any governmental, administrative or regulatory body brings any criminal or regulatory action or proceedings against <b>you</b> or any <b>employee</b> directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior</p>

written consent to defend such an action or proceedings. However, **we** will only pay the costs incurred to defend any allegations of **abuse or molestation** covered under this section up to the date of any judgment or other final adjudication against the **employee** or an admission by the **employee** that an act of **abuse or molestation** did occur.

Loss of third-party keys	If, during the <b>period of insurance</b> and as a result of <b>your business</b> , <b>you</b> lose any key or electronic pass card belonging to a third party for which <b>you</b> are legally responsible, and that party brings claim against <b>you</b> , <b>we</b> will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards.
Failure to secure third-party premises	If, during the <b>period of insurance</b> , <b>you</b> fail to secure the premises of a third party where <b>you</b> have been carrying out <b>your business</b> , and that party brings claim against <b>you</b> , <b>we</b> will pay the sums <b>you</b> have to pay as compensation to such third-party, provided that <b>you</b> have taken reasonable steps to secure the premises as required by that third-party.
Unauthorised use of third-party telephones by your employees	If, during the <b>period of insurance</b> and as a result of <b>your business</b> , any of <b>your employees</b> uses a third-party's telephone system without authority, including any mobile or internet-based telephone network, and that party brings claim against <b>you</b> , <b>we</b> will pay the sums <b>you</b> have to pay as compensation to such third party, provided that <b>we</b> are notified within three months of the unauthorised use.
Defective Premises Act	<p>If, during the <b>period of insurance</b>, <b>you</b> dispose of any premises in connection with <b>your business</b> and any party brings a claim against <b>you</b> under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975, <b>we</b> will pay for the sums <b>you</b> have to pay as compensation. <b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p> <p><b>We</b> will not in any event make any payment for any:</p> <ol style="list-style-type: none"> <li>a. liability where <b>you</b> are entitled to cover under any other insurance;</li> <li>b. costs of remedying any actual or alleged defect, which if not remedied may result in a claim.</li> </ol>

#### Additional cover

Court attendance compensation	If any of <b>your</b> directors, partners, trustees, committee members, senior managers or officers in actual control of <b>your</b> operations or any other <b>employee</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day that their attendance is required by <b>our</b> solicitor.
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#### What is not covered

Property for which you are responsible	<p>A. <b>We</b> will not make any payment for any claim or part of a claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> <li>1. loss of or damage to any property belonging to <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to:             <ol style="list-style-type: none"> <li>a. vehicles or personal effects belonging to <b>your employees</b> or visitors, while on <b>your</b> premises;</li> <li>b. premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your business</b>;</li> <li>c. premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement;</li> <li>d. loss of a third-party's keys or electronic pass cards.</li> </ol> </li> <li>2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, <b>drone</b>, hovercraft, self-balancing motorised scooter, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.</li> </ol> <p>This does not apply to:</p> <ol style="list-style-type: none"> <li>a. any <b>tool of trade</b>;</li> <li>b. the loading or unloading of any vehicle off the highway.</li> </ol>
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**Public and products liability**  
Policy wording

Injury to employees	3. <b>bodily injury</b> to any: <ul style="list-style-type: none"> <li>a. <b>employee</b>; or</li> <li>b. person supplied by <b>you</b> to a client under contract which occurs anywhere other than at <b>your</b> premises.</li> </ul>
Pollution	4. a. i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or <ul style="list-style-type: none"> <li>ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b>; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b>;</li> </ul> b. any <b>pollution</b> occurring in the United States of America or Canada.
Misuse of a computer system	5. any <b>misuse of a computer system</b> or transmission of a computer <b>virus</b> .
Professional advice	6. designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by <b>you</b> .
Treatment or care	7. the provision of or failure to provide any treatment or care of a person or animal, other than the provision of first aid in connection with <b>your business</b> .
Tour operator's liability	8. any <b>business</b> activity where <b>you</b> are deemed in law to be liable, purely as a result of: <ul style="list-style-type: none"> <li>a. the Package Travel, Package Holidays and Package Tours Regulations 1992;</li> <li>b. any similar or successor legislation; or</li> <li>c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.</li> </ul>
Your products	9. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts. <ul style="list-style-type: none"> <li>10. a. any <b>products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b>;</li> <li>b. any <b>products</b> installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or <b>products</b>;</li> <li>c. any <b>products</b> relating to <b>drones</b> or self-balancing motorised scooters.</li> </ul>
Inefficacy	11. <b>inefficacy</b> .
Deliberate or reckless acts	12. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Placed personnel	13. the actions of any person supplied by <b>you</b> to a client under contract.
Contracts	14. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
War or nuclear	15. <b>war or nuclear risks</b> .
Terrorism	16. <b>terrorism</b> .
Asbestos	17. <b>asbestos risks</b> . <ul style="list-style-type: none"> <li>B. <b>We</b> will not make any payment for:</li> </ul>
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.



Claims outside the applicable courts	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.
Geographical limits	4. any claim brought against <b>you</b> : a. resulting from any work <b>you</b> undertake in any country outside the <b>geographical limits</b> ; or b. for <b>bodily injury</b> or <b>property damage</b> , arising from any <b>products</b> , occurring in any country outside the <b>geographical limits</b> .
Excess	5. the amount of any relevant <b>excess</b> .

**How much we will pay**

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

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

**Special limits**

Abuse or molestation	For claims brought against <b>you</b> for <b>abuse or molestation</b> , the most <b>we</b> will pay is the amount stated in the schedule for the total of all such claims and their <b>defence costs</b> .
Products	For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> .
Pollution	For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount stated in the schedule.
Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> .
Criminal proceedings costs	The most <b>we</b> will pay for the costs to defend criminal or regulatory actions or proceedings is the amount stated in the schedule. This applies to all actions and proceedings brought against <b>you</b> and <b>your employees</b> during the <b>period of insurance</b> .
Unauthorised use of third-party telephones by your employees	For claims arising from the unauthorised use of a third-party's telephone systems, the most <b>we</b> will pay is the amount stated in the schedule for the total of all such claims and their <b>defence costs</b> .

**Additional cover**

Court attendance compensation	<b>We</b> will pay <b>you</b> compensation, as stated in the schedule, for each day or part day that any of <b>your</b> directors, partners, trustees, committee members, senior managers or officers in actual control of <b>your</b> operations or other <b>employees</b> are required to attend court in relation to a claim covered under this section. The most <b>we</b> will pay for the total of all court attendance covered under this section is stated in the schedule.
Paying out the limit of indemnity	At any stage <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for those claims or their <b>defence costs</b> .

**Your obligations**

If a problem arises	1. <b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> : a. immediately and in any event within seven days of: i. a claim or anything which may give rise to a claim for or arising out of <b>bodily injury</b> or <b>abuse or molestation</b> ;
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## Public and products liability

Policy wording

- ii. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any director, partner, trustee, committee member or **employee** has committed **abuse or molestation**; or
  - iii. any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body.
- b. promptly of any other claim or anything which may give rise to any other claim against **you**, including **your** discovery that **products** are defective.

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

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

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

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

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

Correcting problems

3. **You** must take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor. **We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

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### Control of defence

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



## Legal protection

### Policy wording

DAS Legal Expenses Insurance Company Limited (**DAS**) is the underwriter and provides the legal protection insurance under your **policy**. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm or tax consultancy** on behalf of **DAS**.

DAS head and registered office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England.

Registered in England and Wales, number 103274.

Website: [www.das.co.uk](http://www.das.co.uk).

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL, England.

Registered in England and Wales, number 5417859.

Website: [www.daslaw.co.uk](http://www.daslaw.co.uk).

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

To make sure that you get the most from your cover, please take time to read this section which explains the contract between you and **DAS**. Please take extra care in following the procedures under employment compensation awards cover (**insured incident 1 b.**)

It will help if you keep the following points in mind:

#### How can DAS help

To make a claim under this section, please telephone **DAS** on 0117 934 2111. **DAS** will ask you about your legal dispute and, if necessary, will call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, **DAS** will provide you with a claim reference number. At this point, **DAS** will not be able to confirm that you are covered but will pass the information you have given **DAS** to the claims handling teams and explain what to do next.

#### Send your claim to

If you would prefer to report your claim in writing, please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively you can email your claim to DAS at [newclaims@das.co.uk](mailto:newclaims@das.co.uk).

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

#### When DAS cannot help

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If you do, **DAS** will not pay the costs involved.

#### Cover

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the policy schedule if the premium has been paid.

**DAS** agree to provide the insurance in this section in accordance with the operative covers shown in the policy schedule as long as:

- a. the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**;
- b. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- c. **reasonable prospects** exist for the duration of the claim.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **DAS** will pay the **costs and expenses** incurred for this.

**DAS** will pay compensation awards that **DAS** have agreed to.

The most **DAS** will pay for all claims resulting from one or more event arising at the same

time or from the same originating cause is the limit stated in the schedule.

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### Special definitions for this section

<b>Appointed representative</b>	The <b>preferred law firm or tax consultancy</b> or other law firm or other suitably qualified person, who has been appointed to act for an <b>insured person</b> in accordance with the terms of this section. The most <b>DAS</b> will pay in <b>costs and expenses</b> is no more than the amount we would have paid to a <b>preferred law firm or tax consultancy</b> . The amount we will pay a law firm or tax consultancy (where acting as an <b>appointed representative</b> ) is currently £100 per hour. This amount may vary from time to time.
<b>Costs and expenses</b>	<ol style="list-style-type: none"> <li>1. All reasonable and necessary costs chargeable by the <b>appointed representative</b> and agreed by <b>DAS</b>.</li> <li>2. The costs incurred by opponents in civil cases if the <b>insured person</b> has been ordered to pay them, or the <b>insured person</b> pays them with <b>DAS'</b> agreement.</li> </ol>
<b>DAS</b>	DAS Legal Expenses Insurance Company Limited.
<b>Date of occurrence</b>	<ol style="list-style-type: none"> <li>1. For civil cases (other than under <b>insured incident – 4 tax protection</b>), the <b>date of occurrence</b> is the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the <b>date of occurrence</b> is the date of the first of these events. (This is the date the event happened, which may be before the date <b>the policyholder</b> or an <b>insured person</b> first became aware of it.)</li> <li>2. For criminal cases, the <b>date of occurrence</b> is when the <b>insured person</b> began or is alleged to have begun to break the law.</li> <li>3. For <b>insured incident - 4 tax protection</b>, the <b>date of occurrence</b> is when HM Revenue and Customs first notifies in writing the intention to make enquiries.  For VAT or <b>employer compliance disputes</b>, the date the dispute arises during the <b>period of insurance</b> following the issue of an assessment, written decision or notice of a civil penalty.</li> <li>4. For <b>insured incident 2 - legal defence</b>, 5 statutory notice appeals, the date when the <b>policyholder</b> is issued with the relevant notice and has the right to appeal.</li> </ol>
<b>Employer compliance dispute</b>	A dispute with HM Revenue & Customers concerning <b>insured person's</b> compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.
<b>Insured person</b>	<b>The policyholder</b> and the <b>policyholder's</b> directors, partners, trustees, committee members, managers, employees and any other individuals declared to us by <b>the policyholder</b> .
<b>Legal nuisance</b>	Any unlawful interference with <b>the policy holder's</b> use or enjoyment of <b>the policy holder's</b> land, or some right over, or in connection with it.
<b>Preferred law firm or tax consultancy</b>	A law firm, barristers' chambers or tax expert <b>DAS</b> choose to provide legal or other or tax consultancy services. These specialists are chosen as they have the proven expertise to deal with the <b>insured person's</b> claim and must comply with <b>DAS</b> agreed service standard levels, which we audit regularly.
<b>Reasonable prospects</b>	<ol style="list-style-type: none"> <li>1. For civil cases, the prospects that the <b>insured person</b> will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that <b>DAS</b> have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. <b>DAS</b>, or a <b>preferred law firm or tax consultancy</b> on <b>DAS'</b> behalf, will assess whether there are reasonable prospects.</li> <li>2. For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.</li> </ol>

<b>Tax enquiry</b>	A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either: <ol style="list-style-type: none"> <li>1. includes a request to examine any aspect of the <b>insured person's</b> books and records; or</li> <li>2. advises of a check of the <b>insured person's</b> whole tax return.</li> </ol>
<b>Territorial limit</b>	<p><b>For insured incidents 2 legal defence (excluding 2.5), and 3 b. bodily injury</b> The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p><b>For all other insured incidents</b> The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>
<b>The policyholder</b>	The <b>insured person</b> named in the policy schedule.
<b>VAT dispute</b>	A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to your VAT affairs.

## Insured incidents DAS will cover

### 1. Employment disputes and compensation awards

a. Employment disputes	<p><b>Costs and expenses</b> to defend <b>the policyholder's</b> legal rights:</p> <ol style="list-style-type: none"> <li>1. prior to the issue of legal proceedings in a court or tribunal:           <ol style="list-style-type: none"> <li>a. following the dismissal of an employee; or</li> <li>b. where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure;</li> </ol> </li> <li>2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or</li> <li>3. in legal proceedings in respect of any dispute with:           <ol style="list-style-type: none"> <li>a. a contract of employment with <b>the policyholder</b>; or</li> <li>b. an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.</li> </ol> </li> </ol>
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### What is not covered

1. Any claim in respect of damages for personal injury or loss of or damage to property.
2. Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005, including any similar or successor legislation.

### b. Compensation awards

#### **DAS** will pay:

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **DAS** have accepted under **insured incident 1.a**,

#### provided that:

1. in cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
  - a. followed the ACAS code of disciplinary and grievance procedures as prepared

- by the Advisory, Conciliation and Arbitration Service; or
- b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
- c. sought and followed advice from the **DAS** legal advice service.
- 2. for an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
- 3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** Claims Department before starting any redundancy process or procedures with **the policyholder's** employees.
- 4. the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
- 5. the total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

#### What is not covered

1. Any compensation award relating to the following:
  - a. trade union activities, trade union membership or non-membership;
  - b. pregnancy or maternity rights, paternity, parental or adoption rights;
  - c. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; or
  - d. statutory rights in relation to trustees of occupational pension schemes;
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. Any award ordered because **the policyholder** has failed to provide relevant records to employees under the National Minimum Wage laws.
4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

#### c. Service occupancy

**Costs and expenses** to pursue a dispute with an employee or ex-employee to recover possession of premises owned by **the policyholder** or for which **the policyholder** is responsible.

#### What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

## 2. Legal defence

At **the policyholder's** request:

1. **costs and expenses** to defend the **insured person's** legal rights:
  - a. prior to the issue of legal proceedings when dealing with the:
    - i. police; or
    - ii. Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer,
 where it is alleged that the **insured person** has or may have committed a criminal offence; or
  - b. following an event which leads to the **insured person** being prosecuted in a

court of criminal jurisdiction,

provided that in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the act applies.

Please note **DAS** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the business shown in the schedule.

#### 2. **costs and expenses:**

- a. to defend the **insured person's** legal rights if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998 provided the **policyholder** was registered with the Information Commissioner at the time of the incident.
- b. to represent the **insured person** in an appeal against the refusal of the Information Commissioner to register **the policyholder's** application for registration.

Please note **DAS** will not cover the costs of fines imposed by the Information Commissioner.

3. **costs and expenses** to defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
4. **costs and expenses** to defend the **insured person's** (other than **the policyholder**) legal rights if:
  - a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination; or
  - b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
5. **costs and expenses** to represent the **insured person** in appealing against the imposition or terms of any statutory notice issued under legislation affecting **the policyholder's** business.
6. **attendance expenses** of an **insured person** for jury service or attend any court or tribunal at the request of the **appointed representative**. The maximum **DAS** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **the policyholder**, the court or tribunal, have paid them.

#### What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 3. Property protection and bodily injury

#### a. Property protection

**Costs and expenses** in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

1. any event which causes physical damage to such material property;
2. a legal nuisance; or
3. Trespass.

Please note that **the policyholder** must have established the legal ownership or right to the land that is subject of the dispute.

#### What is not covered

Any claim relating to the following:

- |    |   |
|----|---|
| 1. | a contract entered into by <b>the policyholder</b> ;  |
| 2. | goods in transit or goods lent or hired out;  |
| 3. | goods at premises other than those occupied by <b>the policyholder</b> unless the goods are at such premises for the purpose of installations or use in work to be carried out by <b>the policyholder</b> ; |
| 4. | mining subsidence;  |
| 5. | defending <b>the policyholder's</b> legal rights other than in defending a counter-claim;   |
| 6. | a motor vehicle owned or used by, or hired or leased to an <b>insured person</b> other than damage to motor vehicles where <b>the policyholder</b> is engaged in the business of selling motor vehicles; or |
| 7. | the enforcement of a covenant by or against the <b>insured person</b> .   |

#### b. Bodily injury

At **the policyholder's** request, **DAS** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

#### What is not covered

Any claim relating to the following:

- |    |   |
|----|---|
| 1. | any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;            |
| 2. | defending an <b>insured person's</b> or their family members' legal rights other than in defending a counter-claim; |
| 3. | a motor vehicle owned or used by, or hired or leased to an <b>insured person</b> or their family members; or        |
| 4. | clinical negligence.  |

#### 4. Tax protection

**Costs and expenses** for an **appointed representative** in respect of any:

1. **tax enquiry**;
2. **employer compliance dispute**; or
3. **VAT dispute**,

provided that:

1. for all insured incidents, **the insured person** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed; and
2. **DAS** will only cover tax claims which arise in direct connection with the activities of the business shown in the schedule.

#### What is not covered

- |    |   |
|----|---|
| 1. | Any claim relating to import or excise duties and import VAT.   |
| 2. | Any claim arising from a tax avoidance scheme.  |
| 3. | Any claim caused by the failure of <b>the insured person</b> to register for value added or pay as you earn tax.  |
| 4. | Any claim arising from any investigation or enquiries undertaken with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office. |
| 5. | Any claim arising from any investigation or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences.   |



#### 5. Contract disputes

**Costs and expenses** in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** for the purchase, hire, sale or provision of goods or of services,

provided that:

1. the amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, **the policyholder** will be responsible for the first £500 of **legal costs** including VAT, in each and every claim. If **the policyholder** is using a **preferred law firm or tax consultancy**, they will be asked to pay this within 21 days of the claim having been assessed as having **reasonable prospects**. If **the policyholder** is using your own law firm, this will be within 21 days of their appointment (following confirmation the claim has **reasonable prospects**). If **the policyholder** does not pay this amount the cover for the claim could be withdrawn.
2. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim must exceed £250 including VAT.
3. if the dispute relates to money owed to **the policyholder**, a claim under this section is made within 90 days of the money becoming due and payable.

#### What is not covered

1. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
  - a. the settlement payable under an insurance policy (we will cover a dispute if an insurer refuses **the policyholder's** claim but not a dispute over the amount of a claim);
  - b. a lease, licence or tenancy of land or buildings, other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
  - c. a loan, mortgage, pension or any other financial product and chose in action; or
  - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**.
4. A dispute which arises out of the:
  - a. sale or provision of computer hardware, software, systems or services; or
  - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **the policyholder's** own specification,
 other than agreements relating to the sale, provision, purchase or hire of computer hardware, software, systems or services where **the policyholder** is engaged in the business of selling, providing, purchasing or hiring computer hardware, software, systems or services.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

#### 6. Debt recovery

**Costs and expenses** including enforcement of judgment to recover money and interest due from the sale or provision of goods or services,

provided that:

1. the debt exceeds £250.
2. a claim for debt recovery under this section is made within 90 days of the money becoming due and payable.

3. **DAS** have the right to select the method of enforcement, or to forego enforcing judgment, if **DAS** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

#### What is not covered

1. Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
  - a. the settlement payable under an insurance policy (we will cover a dispute if an insurer refuses **the policyholder's** claim but not for a dispute over the amount of a claim);
  - b. a lease, licence or tenancy of land or buildings;
  - c. a loan, mortgage, pension or any other financial product and choses in action;
  - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services, other than agreements relating to the supply, hire, sale or provision of computer hardware, software, systems or services where **the policyholder** is engaged in the business of supplying, hiring, selling or providing computer hardware, software, systems or services.
4. The recovery of money and interest due from another party where the other party intimates that a defence exists.
5. Any dispute which arises from debts **the policyholder** has purchased from a third party.

#### What is not covered by this section

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the insured incident.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1 b. compensation awards** and **2 legal defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
6. Any insured incident deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under condition 7.
8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
9. Judicial review, coroner's inquest or fatal accident inquiry.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** has not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
11. When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.



12. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.
13. Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
14. Any claim caused by, or contributed to by, or arising from:
  - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000; or
  - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

### Conditions which apply to the whole section

1. **DAS** will not make any payment unless the **insured person** or **policyholder**:
  - a. notifies **DAS** immediately of any alteration which may materially affect their assessment of the risk;
  - b. gives **DAS** full details of any claim as soon as possible and gives **DAS** any information they need;
  - c. co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim; and
  - d. keep to the terms and conditions of this section.
2. The **insured person** or **policyholder** must:
  - a. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
  - b. try to prevent anything happening that may cause a claim; and
  - c. send everything **DAS** ask for, in writing.
3. If the **insured person** or **policyholder**, or anyone on their behalf, tries to deceive **DAS** by deliberately giving **DAS** false information or making a fraudulent claim under this section then:
  - a. **DAS** shall be entitled to give notice to terminate this section of the policy with effect from the date of any fraudulent act or claim or the provision of such false information;
  - b. **DAS** shall be entitled to refuse to make any payment under this section of the policy in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
  - c. the **insured person** or **policyholder** must reimburse all payments already made by **DAS** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
  - d. **DAS** shall be entitled to retain all premiums paid in respect of this section of the policy.

In the event of such circumstance arising, as part of its fraud prevention measures, **DAS** will at its discretion also share information with other parties such as the police, government bodies and anti-fraud organisations.

Where a fraudulent or exaggerated claim, or a false declaration in respect of a claim, has been made by an **insured person**, **DAS** will not void this section of the policy in respect of any innocent **insured person**.
4.
  - a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.

- DAS** can negotiate any claim on behalf of an **insured person**.
- b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
    - i. **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
    - ii. there is a conflict of interest.
  - c. Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**.
  - d. An **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS**' standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **DAS** at all times.
  - e. **DAS** will have direct contact with the **appointed representative**.
  - f. An **insured person** must give the **appointed representative** any instructions that **DAS** require.
5.
    - a. An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
    - b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**;
    - c. **DAS** may decide to pay the **insured person** a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that the **insured person** is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.
  6.
    - a. If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
    - b. An **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
  7. If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agree to appoint another **appointed representative**.
  8. If an **insured person** settles a claim or withdraws their claim without **DAS**' agreement, or does not give suitable instructions to an **appointed representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.
  9. If there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS**' internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
  10. **DAS** may, at their discretion, require the **policyholder** to obtain an opinion from counsel, at the **policyholder's** expense, as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **DAS**.
  11. This section will be governed by English law.

12. All acts of Parliament within this policy section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.
13. If the **insured person** or the **policyholder** does not comply with any condition of the policy, unless a more specific remedy is specified, **DAS** may reduce any payment they make under this section by an amount equal to the detriment **DAS** have suffered as a result.

## Helpline services

	<p><b>DAS</b> provide these services 24 hours a day, seven days a week during the <b>period of insurance</b>. To help <b>DAS</b> check and improve their service standards, <b>DAS</b> may record calls.</p>
Eurolaw commercial legal advice	<p><b>DAS</b> will give <b>the policyholder</b> confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.</p>
Tax advice	<p><b>DAS</b> will give <b>the policyholder</b> confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.</p>
Business assistance	<p>In the event of an unforeseen emergency affecting <b>the policyholder's</b> business premises which causes damage or potential danger, <b>DAS</b> will contact a suitable repairer or contractor and arrange assistance on behalf of <b>the policyholder</b>. All costs of assistance provided are the responsibility of <b>the policyholder</b>.</p> <p>To contact the above services, phone us on 0117 934 2111 quoting your policy number.</p>
Counselling	<p><b>DAS</b> will provide all employees (including any members of their immediate family who permanently live with them) of <b>the policyholder</b> with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.</p> <p>To contact the counselling helpline, phone us on 0117 934 2121.</p> <p>These calls are not recorded. <b>DAS</b> will not accept responsibility if the helpline services fail for reasons <b>DAS</b> cannot control. Please do not phone <b>DAS</b> to report a general insurance claim.</p>
The employment manual	<p>The <b>DAS</b> employment manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the <b>DAS</b> website at <a href="http://www.das.co.uk">www.das.co.uk</a>. From the home page click on the employment manual icon. All the sections of this web-based document can be printed off for <b>the policyholder's</b> own use. Contact <b>DAS</b> at <a href="mailto:marketing@das.co.uk">marketing@das.co.uk</a> with <b>the policyholder's</b> email address, quoting <b>the policyholder's</b> policy number and <b>DAS</b> will contact them by email to inform them of future updates to the information.</p>
DASbusinesslaw	<p>At <a href="http://www.dasbusinesslaw.co.uk">www.dasbusinesslaw.co.uk</a> you will find a free, online reference full of the sorts of letters, articles and forms that will help you run your business successfully. <b>DASbusinesslaw</b> users can also access interactive document builders, to help make composing commercial documents as easy as possible.</p> <p>From new legislation and employment issues to property law and taxation, you will find the content provided by <b>DASbusinesslaw</b> is updated regularly by legal experts to help you keep your business one step ahead.</p> <p>To access <b>DASbusinesslaw</b>, please go to <a href="http://www.dasbusinesslaw.co.uk">www.dasbusinesslaw.co.uk</a> and register your details. When asked for your policy number, please insert your Hiscox policy number and the password is <b>DAS472301</b>.</p>

## How DAS will use the insured person's information

**DAS** may need to send **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. If the **insured person's** policy includes legal advice **DAS** may have to send the information outside of the European Economic Area in order to give the

**insured person's** legal advice on non-European Union law.

**DAS** will not disclose the **insured person's** personal data to any other person or organisation unless **DAS** are required to by the **DAS** legal and regulatory obligations. For example, **DAS** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **DAS** website.

### Data Protection

To provide and administer the legal advice service and legal expenses insurance **DAS** must process the **insured person's** personal data (including sensitive personal data) that **DAS** collect from the **insured person** in accordance with **DAS** Privacy Policy.

To do so, **DAS** may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the **DAS** UK Group. To give the **insured person** legal advice, **DAS** may have to send information outside the European Economic Area.

In doing this, **DAS** will comply with the Data Protection Act 1998. **DAS** will not disclose the **insured person's** personal data to any other person or organisation unless **DAS** are required to by the **DAS** legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime **DAS** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information **DAS** hold about the **insured person**, please write to the Group Data Protection Controller at the **DAS** Head Office address which is;

#### **DAS Head and Registered Office:**

**DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**

### How to make a complaint

**DAS** always aim to give you a high quality service. If you think **DAS** have let you down, please write to **DAS** Customer Relations Department at **DAS** Head Office address.

You can phone **DAS** on **0344 893 9013** or email **DAS** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk).

Details of **DAS** internal complaint-handling procedures are available on request.

If you are still not satisfied and are a small business, you can contact the Insurance Division of the Financial Ombudsman Service at: **Exchange Tower | London | E14 9SR**.

You can also contact them on: **0800 023 4567** (free from mobile phones and landlines), **0300 123 9123** or email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**.

You can also contact them by telephone on **0300 555 0333** or email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Using this service does not affect your right to take legal action.

## Terms of business

**For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our terms of business or have any questions regarding our relationship with you, please contact us at the below address.**

### Accepting our terms of business

By asking us to quote for, arrange or handle your insurance, you're agreeing to these terms of business. We'd advise paying particular attention to:

- The section headed 'Use of personal data', specifically the paragraph explaining how we use sensitive information.
- The section headed 'Handling your money'.

### The Financial Conduct Authority

PolicyBee LLP is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA register number is 537595. We're registered in England and Wales no. OC358784 at 7, the Close, Norwich, NR1 4DJ.

Our permitted business is introducing, advising, arranging, dealing as agents and assisting in the administration and performance of general insurance contracts for non-investment insurance.

You can check this on the FCA's register by visiting the FCA website, [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do) or by contacting the FCA on 0800 111 6768.

### Our services

Our services include: advising you on your insurance needs, arranging your cover and helping you with any policy changes you, we or the insurer make. As part of our service, we'll help you with any claim.

We may sometimes act as an insurer's agent. We'll confirm exactly how we're acting for you before undertaking any relevant transactions on your behalf.

We will not, in any circumstances, guarantee an insurer's solvency.

### Commercial insurance

We select commercial insurance products from a range of insurers. For certain products, we may only deal with a single insurer or select from a limited number of insurers. You can ask us for a list of the insurers we deal with. If we propose using another intermediary to help place your business, we'll confirm this with you.

### Handling your money

Our financial arrangements with most insurance companies are on a 'risk transfer' basis. This means we act as agents of the insurer in collecting premiums and handling refunds. In these circumstances, money is deemed to be held by the insurer(s) arranging your policy. However, if risk transfer does not apply, we'll hold that money in a statutory trust account set up in accordance with FCA rules. We'll retain interest earned on money in a statutory trust account.

For the purpose of some transactions, client money may pass through other authorised intermediaries before the insurer receives it.

### Applications for credit

Any application for credit will be passed to the insurer or to Premium Credit Limited. In assessing your application they'll search the public information that a credit reference agency holds about you. The credit reference agency will add details of the search and your application to their record about you, whether or not your application proceeds.

This and other information about you may be used to make credit decisions and undertake checks for the prevention and detection of money laundering.

### Cancelling your insurance

Policy cancellation requests should be made in writing, and with 30 days' notice. Any relevant certificate of insurance should be returned to us or to the insurer.

The terms of your policy may allow the insurer to retain the premium in full or to charge short-period premiums if the policy's cancelled before it expires.

We do not refund fees we may have charged you to handle your insurance.

### Payment for our services

We normally receive commission from insurers or product providers. If an additional fee is due, we'll agree this with you before it's paid.

Your quote will tell you the total price to be paid, showing any fees, taxes and charges separately from the premium.

Full payment of premium and fees is due before cover starts, or as otherwise stated under the terms of credit, or in the debit note, invoice or statement issued to you.

Before the conclusion of each insurance contract, or upon renewal, we'll remind you of your right to know the level of commission we get from insurers. You're entitled, at any time, to ask for information about the commission we receive.

We draw your attention to the sections headed 'Cancelling your insurance' and 'Ending your relationship with us'.

### If you have a complaint

We aim to provide you with a high level of customer service at all times. If you're not satisfied in any way, please contact Kerri-Ann Hockley, Head of Customer Service, on 0345 222 5364.

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

### Compensation

We're covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Claims related to insurance advising and arranging are covered for up to 90% of the claim's value, without any upper limit.

For compulsory insurance, (such as Employers' Liability), claims related to insurance advising and arranging are covered up to 100% of their value, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or [www.fscs.org.uk](http://www.fscs.org.uk).

### Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instruction must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we'll give you a minimum of seven days' notice.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these terms of business. You'll be liable to pay for any transactions concluded prior to the end of our relationship and we'll be entitled to retain commission received for conducting these transactions, together with all fees charged by us.

### Fair presentation of risk

The recently introduced Insurance Act 2015 and its 'Duty of fair presentation' exists to enable insurers to provide you with a fair outcome in the event of a claim. Under its terms you have a statutory duty to provide a 'fair presentation of the risk'. This means, before starting a new policy, changing a policy mid-term, or renewing a policy, you must make sure the information you provide is clear, accurate and complete. It is important you disclose all material circumstances that you're aware of. We therefore strongly recommend you carry out appropriate research, which may include consulting with colleagues, directors and managers of your business, third parties connected to your business (e.g. accountants).

If you're not sure what constitutes material circumstances, or you've not been able to gather the necessary information, let us know.

Deliberate or reckless failures to present the risk fairly could mean part or all of your claim is declined. In these circumstances, the insurer is entitled to treat the insurance as if it had never existed, and to keep any premium you've paid.

### Your responsibilities

You must check all details on any proposal form or statement of fact and pay particular attention to any declaration you're asked to sign or agree to.

It's important that you read all insurance documents issued to you and make sure you're aware of the cover, limits and any other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy. If you're not sure what needs to be disclosed, please contact us.

### Use of personal data

We will process any personal information in accordance with the Data Protection Act 1998. In administering your insurance, it will be necessary for us to pass such information to insurers and other product or service providers.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We will not otherwise use or disclose the personal information we hold without your consent.

Subject to certain exceptions, you'll be entitled to have access to your personal and sensitive personal data. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please let us know.

### Conflict of interest

Occasions can arise where we, or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware a potential conflict exists, we'll write to you and get your consent before we carry out your instructions, and we'll detail the steps we'll take to ensure fair treatment.

### Claims handling arrangements

You'll find what to do in the event of a claim explained in your policy documents. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

### Contact us

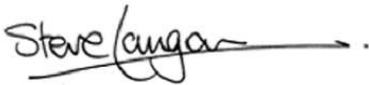
Address:  
PolicyBee LLP  
14 Brightwell Barns  
Waldringfield Road  
Brightwell  
IP10 0BJ

Tel: 0345 222 5360  
Fax: 01473 357873

## CERTIFICATE OF PUBLIC AND PRODUCTS LIABILITY INSURANCE

**Policy Number:** 14549686  
**Name of Policyholder:** Netonline Media  
**Description of Activities:** Digital Design & Videography  
**Date of commencement of insurance policy:** 07/05/2018  
**Date of expiry of insurance policy:** 06/05/2019 expiring at Midnight  
**Limit of Indemnity:** £1,000,000 each and every claim or loss, excluding defence costs and criminal proceedings costs

Signed on behalf of Hiscox Insurance Company Ltd



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

**Notes:**

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

**About the insurer:**

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

## Invoice

Your invoice from PolicyBee LLP

Reference no. 14549686

Issued on 26 April 2018

Netonline Media

For your Hiscox Insurance Company business insurance

Effective from 07/05/2018

Premium including IPT @ 12%	£84.00
Total	£84.00

Policy being paid by monthly Direct Debit

# The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay by Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Hiscox Underwriting Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Hiscox Underwriting Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by Hiscox Underwriting Ltd or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when Hiscox Underwriting Ltd asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.