

HAMILTON  
FRASER

COSMETIC  
INSURANCE

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## Policy Wordings:

- Medical Malpractice
  - Clinic and Surgery
  - Cyber and Data
  - Directors and Officers' Liability
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[www.hamiltonfraser.co.uk/cosmetic-insurance](http://www.hamiltonfraser.co.uk/cosmetic-insurance)

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## Cosmetic Insurance Portfolio – General Terms and Conditions Policy Wording

A seamless integrated insurance solution for professionals.

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

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

### Policy arrangement

This **policy** is arranged by Hamilton Fraser Cosmetic Insurance on behalf of the insurers named in the schedule.

Signed for and on behalf of Hamilton Fraser Cosmetic Insurance:



**Eddie Hooker**  
CEO, Hamilton Fraser Cosmetic Insurance

### 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

### Complaints procedure

If **you** have any questions or concerns about **your policy** or the handling of a claim **you** should, in the first instance, contact Hamilton Fraser Cosmetic Insurance at:

Hamilton Fraser Cosmetic Insurance  
Premiere House,  
1st Floor,  
Elstree Way,  
Borehamwood, WD6 1JH  
or by telephone on +44 (0)345 310 6370  
or by email at [info@hamiltonfraser.co.uk](mailto:info@hamiltonfraser.co.uk)

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 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 Hamilton Fraser or 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).

## General Terms and Conditions

### General definitions

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

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

Asbestos risks	<p>a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</p> <p>b. exposure to asbestos, asbestos fibres or materials containing asbestos; or</p> <p>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.</p>
Business	<b>Your</b> business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Endorsement	A change to the terms of the <b>policy</b> .
Excess	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<p>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</p> <p>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;</p> <p>c. all operations carried out on any site or premises on which anything in a. or b. above is located.</p>
Period of insurance	The time for which this <b>policy</b> is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any <b>endorsements</b> .
Program	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Terrorism	<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> <p>a. is committed for political, religious, ideological or similar purposes; and</p> <p>b. is intended to influence any government or to put the public, or any section of the public, in fear; and</p> <p>c. i. involves violence against one or more persons; or</p> <p>ii. involves damage to property; or</p> <p>iii. endangers life other than that of the person committing the action; or</p> <p>iv. creates a risk to health or safety of the public or a section of the public; or</p> <p>v. is designed to interfere with or to disrupt an electronic system</p>

## General Terms and Conditions

Virus	<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.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in the schedule.
You/your	The insured named in the schedule.

## General conditions

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

Presentation of the risk	1. In agreeing to insure <b>you</b> and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given us. <b>You</b> must provide a fair presentation of the risk and must take care when answering any questions <b>we</b> ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which <b>you</b> (including <b>your</b> senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.
If you fail to make fair presentation	2. a. If <b>we</b> establish that you deliberately or recklessly failed to present the risk to <b>us</b> fairly, <b>we</b> may treat this policy as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by <b>us</b> and <b>we</b> will be entitled to retain all premiums paid. 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: 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 us. <b>We</b> will refund any premiums <b>you</b> have paid; or ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the <b>period of insurance</b> . This may result in us 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.
Change of circumstances	3. <b>You</b> must tell us as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this policy (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,
If you fail to notify us of a change of circumstances	4. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to: i. notify <b>us</b> of a change of circumstances which may materially affect the <b>policy</b> ; or ii. comply with the obligation in 1. above 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;

## General Terms and Conditions

**we** may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date.

**We** will be entitled to retain all premiums paid.

- b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:
- i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
  - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.

Reasonable precautions 5. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair. **We** will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

Premium payment 6. **We** will not make any payment under this **policy** until **you** have paid the premium.

Cancellation 7. **You** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give you a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under £20.

If **we** have agreed that **you** can pay us the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the policy. In this event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to you in writing.

Multiple insureds 8. The most **we** will pay is the relevant amount shown in the schedule.

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

**You** agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

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Aggregate limit	<p>9. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b>.</p> <p>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.</p>
Rights of third parties	<p>10. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b>. Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>
Other insurance	<p>11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.</p>
Cover under multiple sections	<p>12. Where <b>you</b>, including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b>, are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b>, being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.</p>
Governing law	<p>13. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.</p>
Arbitration	<p>14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.</p>

## General claims conditions

Your obligations	<p>The following claims conditions apply to the whole of this <b>policy</b>. <b>You</b> must also comply with the conditions shown in each section of the <b>policy</b> under the heading <b>Your obligations</b>.</p> <ol style="list-style-type: none"> <li><b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b>:             <ol style="list-style-type: none"> <li>give <b>us</b> 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</li> <li>give <b>us</b>, at your expense, any information which we may reasonably require and co-operate fully in the investigation of any claim under this <b>policy</b>.</li> </ol> </li> <li><b>You</b> must:             <ol style="list-style-type: none"> <li>make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and</li> <li>give <b>us</b> all assistance which <b>we</b> may reasonably require to pursue recovery of amounts <b>we</b> may become legally liable to pay under this <b>policy</b>, in <b>your</b> name but at <b>our</b> expense.</li> </ol> </li> </ol>
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## General Terms and Conditions

- 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.

# Medical Malpractice Policy Wording

## Cosmetic Insurance Portfolio – Medical Malpractice Policy Wording

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

### Special definitions for this section

Business activity	The activities shown in the schedule, or proposal form, or in material representations agreed by <b>us</b> , which <b>you</b> perform in the course of <b>your business</b> .
Defence costs	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> , including representation at a coroner's inquest arising out of the death of any patient or client of <b>yours</b> .
Malpractice	Any bodily injury, mental injury, illness, disease or death of any patient or client caused by any negligent act, error or omission committed by <b>you</b> : <ol style="list-style-type: none"> <li>in the performance of a <b>business activity</b>; or</li> <li>in the course of a <b>Samaritan act</b>.</li> </ol>
Samaritan act	Treatment administered by <b>you</b> at the scene of a medical emergency, accident or disaster at which <b>you</b> are present either by chance or in response to a S.O.S. call following a disaster.
You/your	Also includes any person who was, is or during the <b>period of insurance</b> becomes your partner, director, senior manager, employee, member of the ethics committee, or volunteer performing activities in the course of <b>your business</b> .

### What is covered

Claims against you	<p>If during the <b>period of insurance</b>, and as a result of <b>your business activity</b> within the <b>geographical limits</b> for clients, any party brings a claim against <b>you</b> or <b>your</b> employee or volunteer for:</p> <ol style="list-style-type: none"> <li><b>malpractice</b>;</li> <li>negligence or breach of a duty of care;</li> <li>negligent misstatement or negligent misrepresentation;</li> <li>infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;</li> <li>breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;</li> <li>defamation;</li> </ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will also pay defence costs but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Avoiding a potential claim against you	<p>If <b>your</b> client has reasonable grounds for being dissatisfied with the work <b>you</b> have done, refuses to pay for any or all of it, including amounts <b>you</b> legally owe to sub-contractors, self-employed freelancers and outsourcers at the date of the refusal, and threatens to bring a claim against <b>you</b> for more than the amount owed, it may be possible to settle the dispute with the client by <b>your</b> agreeing not to press for the disputed amount. If so, <b>we</b> will pay <b>you</b> the amount owed to <b>you</b> at that time if <b>we</b> believe that this will avoid a legitimate claim for a greater amount and <b>we</b> have given <b>our</b> prior written approval to settling in this way and for this amount.</p>

## Medical Malpractice

Alternatively, if it is not possible to reach agreement with the client on this basis but **we** still believe that by not pressing for the disputed amount **you** will avoid a legitimate claim or counterclaim for a greater amount, **we** will pay the amount owed to **you** at that time. If a claim is still brought, **we** will deal with it but **our** total payment, including what **we** have already paid **you** or on **your** behalf, will not exceed the applicable limit of indemnity shown in the schedule. **You** must return the amount **we** have paid if **you** eventually recover the debt less **your** reasonable expenses.

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

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

### Loss of documents

If during the **period of insurance** and during the performance of **your business activity** any document, information or data of **yours** which is necessary for the performance of **your business activity** has been lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing the lost, damaged or destroyed document, information or data.

This does not include any bearer bonds, coupons, share certificates, stamps, money or other negotiable documents or any artwork created in the performance of **your business activity**.

**We** will not make any payment arising from the loss or distortion of any data held electronically.

### Representation costs

**We** will pay for the cost of representing **you** at any properly constituted investigation, inquiry or disciplinary proceeding first instituted in respect of any incident first discovered during the **period of insurance** arising out of **your business activity** which may lead to indemnity under this section.

### Corporate manslaughter defence

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

**We** will only pay the costs incurred to defend any criminal charges of corporate manslaughter covered under this section up to the date of any judgment or other final adjudication or guilty plea entered.

## What is not covered

### Matters specific to your business

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. **your** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legislation or regulation related to these activities.
  2. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
  3. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
  4. transmission of a computer **virus**.
  5. **your** liability under any contract which is greater than the liability **you** would have at law without the contract, unless **our** prior written agreement has been obtained.

## Medical Malpractice

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|-----------------------------|--|
| Aids and hepatitis          | <p>6. activities carried out in the name of a consortium, joint venture or profit-sharing scheme in which <b>you</b> are a party, unless <b>our prior</b> written agreement has been obtained.</p> <p>7. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.</p> <p>8. Hepatitis Non-A or any condition directly or indirectly caused by, or associated with Human Immunodeficiency Virus (HIV), even if this is initially named as either HTLV III or LAV or is a mutant, derivative or variation, or is in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named.</p> |
| Sexual misconduct           | <p>9. any actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation in the course of or under the guise of any <b>business activity</b>.</p>  |
| Use of instruments          | <p>10. the handling, use or storage of any tool or implement used in the performance of a <b>business activity</b> which is intended to penetrate tissue or be in contact with bodily fluid, either that of a human or an animal, unless any such tools or implements are handled, used and stored at all times in accordance with the manufacturer's instructions.</p> <p>Where any tool or implement is suitable and approved by the manufacturer to be used on more than a single occasion, any such tool or implement must be sterilised prior to each use in accordance with the guidelines of the Department of Health or equivalent regulatory body.</p>  |
| Injectable treatments       | <p>11. any injectable or filler treatments unless photographs or digital images are taken of the client capturing the treatment area of their body immediately prior to treatment. These photographs and digital images must be retained by <b>you</b> for at least three years after the date of treatment.</p>   |
| First aid                   | <p>12. <b>your</b> failure to provide appropriate and adequate first aid or medical facilities during the performance of any <b>business activity</b>.</p>   |
| Laser and IPL               | <p>13. any laser or IPL treatment unless a skin patch test is undertaken at least 24 hours prior to:</p> <ul style="list-style-type: none"> <li>a. the client's first treatment;</li> <li>b. treatment on a new part of the client's body;</li> <li>c. treatment where six months has passed since the client's last treatments; and</li> <li>d. treatment where the laser or IPL equipment has been maintained, fixed or any part of it replaced since the client's last treatment.</li> </ul> <p>14. any laser or IPL treatment performed on any skin type on the Fitzpatrick scale, unless <b>we</b> have confirmed in writing that <b>we</b> have accepted that <b>you</b> treat that skin type as part of <b>your business activity</b>.</p>  |
| Unqualified persons         | <p>15. any <b>business activity</b> performed by a person who did not hold a suitable qualification directly relevant to the <b>business activity</b> when performing it.</p>  |
| Matters insurable elsewhere | <p>16. the death of or any bodily or mental injury, illness or disease suffered by anyone, other than <b>malpractice</b> or where due to <b>your</b> breach of a duty of care in the performance of a <b>business activity</b>.</p>  |

## Medical Malpractice

	17. anyone's employment with or work for <b>you</b> , or any breach of an obligation owed by <b>you</b> as an employer or any kind of employment related discrimination, harassment or unfair treatment.
	18. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.
	19. the loss, damage or destruction of any tangible property. This does not apply to <b>What is covered</b> , Loss of documents.
	20. any personal liability incurred by a director or officer of <b>yours</b> when acting in that capacity or managing your business, or <b>your</b> breach of any fiduciary duty, other than when performing a <b>business activity</b> for a client, or any statement, representation or information concerning <b>you</b> or <b>your</b> business contained in <b>your</b> accounts, reports or financial statements.
	21. <b>your</b> supply, sale, alteration, repackaging, repair, servicing, treating, manufacture, installation, maintenance, distribution or testing of any product.
Deliberate, reckless or dishonest acts	22. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.
	23. the performance of any <b>business activity</b> by <b>you</b> whilst under the influence of intoxicants or narcotics.
Pre-existing problems	24. anything, including any actual or alleged shortcoming in <b>your</b> work, likely to lead to a claim against <b>you</b> , or <b>your</b> own loss which <b>you</b> knew or ought reasonably to have known about, before <b>we</b> agreed to insure <b>you</b> .
Date recognition	25. <b>date recognition</b> .
War, terrorism and nuclear	26. <b>war, terrorism or nuclear risks</b> .
Asbestos	27. <b>asbestos risks</b> .
Clinical trials	28. any clinical trial or research project conducted by or for <b>you</b> .
Genital work	29. any <b>business activity</b> performed on any client's genitalia except for those declared to <b>us</b> and listed in the <b>schedule</b> .
Treatment of minors	30. any treatment or surgery performed on anyone under 18 years of age at the time of such treatment or surgery, unless <b>you</b> obtained their parent's or legal guardian's prior written permission.
Claims brought by a related party	B. <b>We</b> will not make any payment for: <ol style="list-style-type: none"> <li>1. any claim brought by an insured within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b>, including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b>.</li> </ol>
Restricted recovery rights	2. that part of any claim where <b>your</b> right of recovery is restricted by any contract, unless <b>our</b> prior written agreement has been obtained to that contract.
Consequential loss	3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent. 4. any trading loss or trading liability including those arising from the loss of any client, account or business.

## Medical Malpractice

Non-compensatory payments	5. fines and contractual penalties, aggravated, punitive or exemplary damages, and additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Medical defence organisation	7. any claim which is the subject of insurance, indemnity or assistance provided by any medical defence organisation, unless the treatment provided is shown in the schedule as a <b>business activity</b> .

### How much we will pay

The most **we** will pay for the total of all claims, losses, and **defence costs** is the single limit of indemnity shown in the schedule, irrespective of the number of claims. **You** must pay the **excess** shown in the schedule for each claim, including **defence costs**.

For loss of documents, the most **we** will pay to restore or replace any lost, damaged or destroyed document, information or data is the amount shown in the schedule for the total of all such losses.

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

### Special limits

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

### Representation costs

The most **we** will pay for representation costs relating to investigations, inquiries and disciplinary proceedings is £250,000. This applies to all actions brought against **you** during the period of insurance.

### Corporate manslaughter

The most **we** will pay for the costs to defend criminal proceedings relating to corporate manslaughter is £250,000. This applies to all actions brought against **you** during the **period of insurance**.

### Paying out the limit

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

## Your obligations

### If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
  - a. **your** first awareness of a shortcoming in **your** work for a client which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.  
  
If **we** accept your notification **we** will regard any subsequent claim as notified to this insurance;
  - b. the receipt of notice from any person of an intention to hold **you** responsible for any **malpractice**, or any other act, error or omission;
  - c. every letter, claim, writ, summons or process against **you** for actual or alleged **malpractice**;

## Medical Malpractice

2. When dealing with **your** client or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment that **we** have suffered as a result.

3. **You** must at all times:

### Record keeping

- a. maintain accurate descriptive records of all professional services and equipment, including but not limited to batch numbers of any product injected or used in procedures, which shall be available for inspection and use by **us** or **our** duly appointed representatives; and
- b. retain the records referred to in 3.a above for a period of at least ten years from the date of treatment and, in the case of a minor, for a period of at least ten years after that minor attains majority. This does not apply to any photographs or digital images taken of clients prior to any injectable or filler treatments which must be retained for at least three years; and

### Qualification checks

- c. undertake sufficient checks to ensure that anyone performing any **business activity** was suitably qualified to do so at the time of its performance and ensure that **you** retain written evidence of these checks and can provide at **our** request copies of the relevant qualification certificates.

**We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the claim or loss occurring in the circumstances in which it occurred.

### Control of defence

**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.

## Cosmetic Insurance Portfolio – Public and Products Liability (Work Away) Policy Wording

### Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Inefficacy	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.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, erected, installed, tested, maintained or cleaned by <b>you</b> .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
Treatment	Cosmetic treatments and procedures performed by you during the course of <b>your business activities</b> .
You/your	Also includes any person who was, is or during the <b>period of insurance</b> becomes your partner or director or senior manager in actual control of <b>your</b> operations.

### 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 or property damage</b> occurring during the <b>period of insurance</b>;</li> <li><b>personal injury or 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 employee or volunteer worker of <b>yours</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p><b>We</b> will also pay defence costs 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>your</b> and if <b>you</b> so request, any of <b>your</b> directors, partners or any employee or spouse of such person against legal liability as a result of <b>bodily injury, property damage or personal injury</b> incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than:</p>

## Public and Products Liability (Work Away)

Claims against principals	<ul style="list-style-type: none"> <li>a. where indemnity arises out of the ownership or occupation of land or buildings;</li> <li>b. where indemnity is provided by any other insurance.</li> </ul> <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 <b>you</b>, against a customer of <b>your business</b> for whom <b>you</b> are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ul style="list-style-type: none"> <li>a. has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li> <li>b. accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li> <li>c. has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li> <li>d. gives us the information and co-operation we reasonably require for dealing with the claim.</li> </ul>
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 our liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.</p>
<b>Additional cover</b>	
Court attendance compensation	<p>If any person within the definition of <b>you</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 our solicitor.</p>
<b>What is not covered</b>	
Property for which you are responsible	<p>A. <b>We</b> will not make any payment for any 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 you or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to 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>2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, hovercraft, 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> <ul 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> </ul>
Injury to employees	<ol style="list-style-type: none"> <li>3. <b>bodily injury</b> to any person arising out of and in the course of their employment under a contract of service or apprenticeship with <b>you</b></li> </ol>
Pollution	<ol style="list-style-type: none"> <li>4. a. i. any pollution 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 pollution;</li> </ul> </li> </ol>

## Public and Products Liability (Work Away)

	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> ;
	b. any <b>pollution</b> occurring in the United States of America or Canada.
Computer virus	5. transmission of a computer <b>virus</b> .
Professional advice	6. designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> .
Your products	7. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.
	8. 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> ;
	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 tool sand equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or <b>products</b> ;
	c. any <b>products</b> that are:
	i. non-proprietary brands;
	ii. proprietary brands that are not used in accordance with the guidelines of the General Medical Council (GMC), the General Dental Council (GDC) or the Nursing and Midwifery Council (NMC) or the guidelines of any replacement regulatory body;
	iii. not registered with either the United States Food and Drug Administration (USFDA) or European Medicines Agency (EMA);
	iv. sourced from outside the European Union; or
	v. repackaged, repaired, altered, constructed, treated, serviced or reformed by <b>you</b> .
Inefficacy	9. <b>inefficacy</b> .
Deliberate or reckless acts	10. 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.
Contracts	11. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Date recognition	12. <b>date recognition</b> .
War, terrorism and nuclear	13. <b>war, terrorism or nuclear risks</b> .
Asbestos	14. <b>asbestos risks</b> .
Sub-contractor's insurance	15. any work undertaken by any of your sub-contractors operating under their own trading name, unless you ensure the sub-contractor maintains: <ol style="list-style-type: none"> <li>a. employers' liability insurance; and</li> <li>b. public liability insurance with a minimum limit of indemnity of £2,000,000 which indemnifies <b>you</b> as a principal.</li> </ol>

## Public and Products Liability (Work Away)

Malpractice and Samaritan acts	16. any <b>treatment</b> prepared or provided by <b>you</b> .
Restricted recovery rights	B. <b>We</b> will not make any payment for: <ol style="list-style-type: none"> <li>1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.</li> </ol>
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any country outside the <b>geographical limits</b> .
Claims at your premises	5. any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any building which is owned, rented or leased by <b>you</b> .

### How much we will pay

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

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

#### Special limits

Products	For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims. <b>We</b> will also pay for <b>defence costs</b> for those claims until the limit of indemnity has been exhausted. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.				
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> , including any claims forming part of a series of other claims regarded as one claim under this section. The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount shown in the schedule. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.				
Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.				
Court attendance compensation	<b>We</b> will pay <b>you</b> the following compensation for each day, or part day: <table> <tr> <td>1. <b>You</b> or <b>your</b> partner or director</td> <td>£250</td> </tr> <tr> <td>2. Any other employee</td> <td>£100</td> </tr> </table> <p>The most <b>we</b> will pay for the total of all court attendance compensation is £10,000.</p>	1. <b>You</b> or <b>your</b> partner or director	£250	2. Any other employee	£100
1. <b>You</b> or <b>your</b> partner or director	£250				
2. Any other employee	£100				
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 our payment.  <b>We</b> will then have no further liability for those claims or their <b>defence costs</b> .				

## Public and Products Liability (Work Away)

### Your obligations

If a problem arises

1. **We** will not make any payment under this section:
  - a. unless **you** notify us promptly of any claim or threatened claim against **you**. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.  
  
**You** should make this notification directly to us (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your** policy number:  
  
by email to: liability.claims@hiscox.com; or  
  
by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
  - b. unless **you** notify us within seven days of a claim or anything which may give rise to a claim under this section, arising out of **bodily injury**. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.  
  
**You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your** policy number:  
  
by email to: liability.claims@hiscox.com; or  
  
by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
  - c. unless **you** notify us as soon as practicable of **your** discovery that products are defective.
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 **we** have suffered as a result.

Correcting problems

**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. If **you** do not, **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

### 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.

## Cosmetic Insurance Portfolio – Personal Accident Policy Wording

Please read the schedule to see whether illness and compassionate leave are covered by this section.

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

### Special definitions for this section

Absence period	The time period commencing from the first date of disablement or <b>compassionate leave</b> and lasting uninterrupted for the length of time stated as the 'absence period' in the schedule.
Accidental bodily injury	An identifiable physical injury (including illness and sickness solely and directly resulting from the injury but not including any other illness, sickness, disease or naturally occurring condition), which is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the <b>period of insurance</b> and the <b>active time</b> and which results in the <b>insured person's</b> death, <b>permanent disablement</b> or <b>temporary disablement</b> , within 24 calendar months of the date of the event.
Active time	The time period stated in the schedule as the 'active time', being the time when the <b>insured person</b> is covered for <b>accidental bodily injury</b> under this section.
Capital benefit	The amount stated as the 'capital benefit amount' in the schedule <b>we</b> will pay <b>you</b> following each incident of <b>permanent disablement</b> or death of an <b>insured person</b> .
Compassionate leave	Discretionary leave granted by you to an <b>insured person</b> following: <ol style="list-style-type: none"> <li>1. death;</li> <li>2. admittance to a hospital intensive care unit; or</li> <li>3. admittance to hospital for treatment of a terminal condition or cancer, of any parent, spouse, partner or child of such <b>insured person</b> during the <b>period of insurance</b>, provided that such death or admittance to hospital could not reasonably have been foreseen by the <b>insured person at inception</b>.</li> </ol>
Counselling expenses	The reasonable cost of psychological counselling by a suitably licensed and qualified psychological wellbeing practitioner, in connection with a covered claim for <b>permanent disablement</b> of an <b>insured person</b> under this section.
Funeral expenses	Reasonable costs of funeral provision and expenses reasonably incurred in connection with a valid claim under this section for an <b>insured person's</b> death arising directly from <b>accidental bodily injury</b> . This includes repatriation expenses.
Inception	Start date of the <b>period of insurance</b> as stated in the schedule.
Illness	Disablement due to illness, sickness or disease which first manifests itself during the period of insurance and which results in the <b>insured person's temporary disablement</b> .
Insured person	Any person stated in the schedule, provided that such person is: <ol style="list-style-type: none"> <li>1. aged between 16 and 70 years old at <b>inception</b>;</li> <li>2. legally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man; and</li> </ol>

## Personal Accident

	<p>3. currently employed by <b>you</b> but not supplied by <b>you</b> to a client under contract,</p> <p>unless otherwise stated in the schedule.</p>
Loss of sight	Total loss of sight in an eye.
Loss of hearing	Total loss of hearing in an ear.
Loss of limb	Loss by physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or total loss of use of a complete arm, hand, foot or leg.
Loss of speech	Total loss of speech.
Medical expenses	The reasonable cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges reasonably incurred in connection with a covered claim for <b>accidental bodily injury</b> under this section. <b>Physiotherapy treatment expenses</b> are not included within this definition.
Minimum absence period	The time period stated in the schedule as the 'minimum absence period', being the minimum period for which <b>temporary disablement</b> must be suffered in order for <b>weekly benefits</b> to be paid under this section. This period does not apply to <b>compassionate leave</b> .
Permanent disablement	<ol style="list-style-type: none"> <li>1. <b>Loss of sight, loss of hearing, loss of limb or loss of speech</b>; or</li> <li>2. any disablement which entirely prevents the <b>insured person</b> from attending to any business or occupation for which the <b>insured person</b> is reasonably suited by training, education or experience and which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.</li> </ol>
Physiotherapy treatment expenses	The reasonable cost of physiotherapy treatment by a suitably licensed and qualified medical practitioner in connection with a covered claim for <b>accidental bodily injury</b> under this section.
Recruitment expenses	Reasonable expenses incurred by <b>you</b> with <b>our</b> prior written consent in the recruitment and selection process for the replacement of an <b>insured person</b> in connection with a valid claim for the death or <b>permanent disablement</b> of that <b>insured person</b> under this section.
Retraining expenses	Reasonable expenses incurred by <b>you</b> with <b>our</b> prior written consent in the retraining of an <b>insured person</b> for an alternative occupation in connection with a valid claim for the <b>permanent disablement</b> of that <b>insured person</b> under this section.
Temporary disablement	Disablement lasting without interruption for longer than the <b>minimum absence period</b> and which prevents the <b>insured person</b> from carrying out their usual occupation.
Weekly benefit	The amount stated as the "weekly benefit amount" in the schedule that <b>we</b> will pay <b>you</b> in respect of each <b>insured person</b> for each full week of their absence from their work for <b>you</b> during the <b>absence period</b> , excluding holidays and sabbaticals and subject to the <b>minimum absence period</b> , due to <b>temporary disablement</b> or <b>compassionate leave</b> .
Weekly wage	The total gross basic weekly salary, excluding payments for overtime, commission or bonus, payable by <b>you</b> to the <b>insured person</b> at the date of disablement or <b>compassionate leave</b> .

## Personal Accident

Workplace alteration expenses	Reasonable expenses incurred by <b>you</b> with <b>our</b> prior written consent in making necessary alterations and adjustments to the <b>insured person's</b> workplace in connection with a valid claim for the <b>permanent disablement</b> of that <b>insured person</b> under this section.
You/your	The insured company or organisation shown in the schedule.

### What is covered

Permanent disablement	<b>We</b> will pay <b>you</b> the capital benefit shown in the schedule if an <b>insured person</b> suffers <b>accidental bodily injury</b> which results in their death or <b>permanent disablement</b> .
Temporary disablement	<p><b>We</b> will pay <b>you</b> the weekly benefit shown in the schedule if an <b>insured person</b>:</p> <ol style="list-style-type: none"> <li>1. suffers <b>accidental bodily injury</b> or <b>illness</b> which results in their <b>temporary disablement</b>; or</li> <li>2. is granted <b>compassionate leave</b>.</li> </ol> <p><b>Your</b> schedule will show if <b>weekly benefits</b> are payable and if illness and <b>compassionate leave</b> are covered.</p>
Additional cover	<p><b>We</b> will also pay <b>you</b>:</p> <ol style="list-style-type: none"> <li>1. <b>medical expenses, physiotherapy treatment expenses, counselling expenses and funeral expenses</b>:             <ol style="list-style-type: none"> <li>a. incurred with <b>our</b> prior written consent by <b>you</b> on behalf of an <b>insured person</b>; or</li> <li>b. incurred by or on behalf of an <b>insured person</b> where <b>you</b> have agreed with <b>our</b> prior written consent to reimburse or pay for such expenses; and</li> </ol> </li> <li>2. <b>retraining expenses, workplace alteration expenses and recruitment expenses</b> incurred by <b>you</b> directly as a result of a <b>permanent total disablement</b>.</li> </ol>

### What is not covered

Hazardous pursuits	<p><b>We</b> will not make any payment under this section for:</p> <ol style="list-style-type: none"> <li>1. any <b>accidental bodily injury</b> sustained while taking part in:             <ol style="list-style-type: none"> <li>a. the following winter sports: off-piste skiing unless accompanied by a suitably experienced guide, free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition;</li> <li>b. free diving or the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the <b>insured person</b>:                 <ol style="list-style-type: none"> <li>i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant club or association rules and guidelines at all times; or</li> <li>ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;</li> </ol> </li> </ol> </li> </ol>
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## Personal Accident

- c. potholing, caving, hang-gliding, parachuting, parasailing, paragliding, kite surfing, mountaineering, coastering or rock-climbing for which the **insured person** would normally need to use ropes or guides, bungee jumping, white-water rafting or any other activity with a similar increased risk of physical injury;
  - d. any combat sport including, but not limited to, boxing, wrestling or martial arts;
  - e. armed forces activities including operations, exercises or training; or
  - f. flying as a pilot or aircrew or any other aerial activities other than travel by commercial airlines as a passenger.
- Excluded countries
- 2. any **accidental bodily injury** occurring in Afghanistan, Central African Republic, Chad, Democratic Republic of Congo, Iran, Iraq, Israel, Ivory Coast, Libya, Niger, Somalia, South Sudan, Sudan, Syria or Yemen.
- Other exclusions
- 3. any **accidental bodily injury** or illness directly or indirectly arising out of or contributed to by:
    - a. any emotional or psychiatric disorder or condition;
    - b. the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their medical practitioner and used properly);
    - c. the **insured person** committing or attempting suicide or deliberately injuring themselves;
    - d. the **insured person** deliberately exposing themselves to exceptional danger unless trying to save a human life;
    - e. any criminal act:
      - i. by the **insured person**; or
      - ii. by **you** or on **your** behalf;
    - f. any physical defect, infirmity or medical condition known to the **insured person** at **inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before **inception**;
    - g. any congenital, cardiovascular, oncological, chronic or gradually operating condition or infection which could recur and which was known to the **insured person** at **inception** or for any surgery which was planned before **inception**.
    - h. HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease;
      - i. pregnancy or childbirth. However, this does not apply to **compassionate leave** granted as a direct result of complications from pregnancy or childbirth;
      - j. **asbestos risks**; or
      - k. **war, terrorism** or **nuclear risks**.

## Personal Accident

### How much we will pay

Permanent disablement and death	<b>We will pay you</b> the capital benefit shown in the schedule for <b>permanent disablement</b> or death of each insured person. Only one <b>capital benefit</b> shall be payable for each <b>insured person</b> in respect of the consequences of any one <b>accidental bodily injury</b> .
Temporary disablement	For <b>temporary disablement</b> , <b>we</b> will pay <b>you</b> the <b>weekly benefit</b> shown in the schedule from the date of the <b>insured person's</b> first absence from work until the earlier of: <ol style="list-style-type: none"> <li>1. the <b>insured person</b> no longer suffering from the temporary disablement;</li> <li>2. the <b>insured person</b> suffering <b>permanent disablement</b>;</li> <li>3. the <b>insured person</b> no longer being employed by <b>you</b>;</li> <li>4. the end of the <b>absence period</b>,</li> </ol> for each <b>insured person</b> in respect of the consequences of any one <b>illness</b> or <b>accidental bodily injury</b> . However <b>we</b> will not pay more than the <b>insured person's gross weekly wage</b> .
Compassionate leave	For <b>compassionate leave</b> , <b>we</b> will pay <b>you</b> up to the <b>weekly benefit</b> shown in the schedule from the date of the <b>insured person's</b> first absence from work until the earlier of: <ol style="list-style-type: none"> <li>1. the <b>insured person</b> returning from <b>compassionate leave</b>;</li> <li>2. the <b>insured person</b> no longer being employed by <b>you</b>; or</li> <li>3. two weeks from the commencement of the <b>compassionate leave</b>,</li> </ol> for each <b>insured person</b> . However, <b>we</b> will not pay more than the <b>insured person's gross weekly wage</b> and <b>we</b> will not pay for more than one <b>compassionate leave</b> for each <b>insured person</b> in any one <b>period of insurance</b> .
Total event limit	The most <b>we</b> will pay in total for all benefits and expenses in respect of all <b>insured persons</b> injured in any one event is the total event limit shown in the schedule.
Additional cover	The following are also included within, and not in addition to, the total event limit shown in the schedule:
Medical expenses	<b>We</b> will also pay <b>you medical expenses</b> , up to the amount shown in the schedule, incurred in connection with each <b>accidental bodily injury</b> for each <b>insured person</b> .
Physiotherapy treatment expenses	<b>We</b> will also pay <b>you physiotherapy treatment expenses</b> , up to the amount shown in the schedule, incurred in connection with each <b>accidental bodily injury</b> for each <b>insured person</b> .
Counselling expenses	<b>We</b> will also pay <b>you counselling expenses</b> , up to the amount shown in the schedule, incurred in connection with each <b>accidental bodily injury</b> resulting in <b>permanent disablement</b> for each <b>insured person</b> .
Funeral expenses	<b>We</b> will also pay <b>you funeral expenses</b> , up to the amount shown in the schedule, for each <b>insured person</b> .
Retraining expenses	<b>We</b> will also pay <b>you retraining expenses</b> , up to the amount shown in the schedule, incurred in connection with each <b>accidental bodily injury</b> resulting in <b>permanent disablement</b> for each <b>insured person</b> .

## Personal Accident

Workplace alteration expenses

**We** will also pay **you workplace alteration expenses**, up to the amount shown in the schedule, incurred in connection with each **accidental bodily injury** resulting in **permanent disablement** for each **insured person**.

Recruitment expenses

**We** will also pay **you recruitment expenses**, up to the amount shown in the schedule, incurred in connection with an **accidental bodily injury** resulting in death or **permanent disablement** for each **insured person**.

### Your obligations

**We** will not make any payment for **illness** or **accidental bodily injury** under this section unless:

1. **you** notify **us** promptly of any illness of or **accidental bodily injury** to an **insured person** which might be covered under this section;
2. the **insured person** sees a suitably qualified medical practitioner as soon as possible after suffering injury and follows any medical advice they are given.

# Clinic and Surgery Policy Wording

## Property Definitions - (Clinic and Surgery) Policy Wording

### Special definitions for this section

Amount insured	The most <b>we</b> will pay as shown in the schedule. Unless <b>we</b> say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after <b>we</b> pay a loss provided <b>you</b> carry out our recommendations to prevent further loss or damage.
Breakdown	<ol style="list-style-type: none"> <li>1. Breaking, failure, distortion or burning out of any part of <b>equipment</b> or a <b>computer</b> whilst in ordinary use, arising from defects in the <b>equipment</b> or <b>computers</b> causing its sudden stoppage and necessitating repair or replacement before it can resume work; or</li> <li>2. fracturing of any part of <b>equipment</b> or a <b>computer</b> by frost which renders such <b>equipment</b> or <b>computers</b> inoperative; or</li> <li>3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.</li> </ol>
Buildings	<p>The buildings, which belong to you or for which <b>you</b> are legally responsible, at the premises shown in the schedule, including:</p> <ol style="list-style-type: none"> <li>1. outbuildings and annexes;</li> <li>2. landlord's fixtures and fittings, fixed fuel tanks;</li> <li>3. walls, gates, fences, car parks, yards, private roads, pavements and paths at the premises;</li> <li>4. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.</li> </ol> <p>The land at the premises is not included within this definition.</p>
Business premises	The space <b>you</b> occupy at the premises shown in the schedule located in a building of <b>standard construction</b> unless otherwise notified to <b>us</b> and to which <b>we</b> have confirmed <b>our</b> agreement. This includes any outbuildings <b>you</b> occupy on the same premises.
Computers	<b>Computers</b> and ancillary equipment, which belong to <b>you</b> or for which <b>you</b> are legally responsible, including software and data carrying media but excluding data or information entered by <b>you</b> or on <b>your</b> behalf.
Damage	Accidental physical loss or physical damage.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or <b>subsidence</b> and any ensuing tsunami.
Equipment	<p>Equipment, which belongs to <b>you</b> or for which <b>you</b> are legally responsible:</p> <ol style="list-style-type: none"> <li>1. built to operate under vacuum or pressure, other than the weight of contents; or</li> <li>2. used for the generation, transmission or utilisation of energy.</li> </ol> <p><b>Computers</b> are not included in this definition.</p>
Explosion or collapse	<ol style="list-style-type: none"> <li>1. Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured <b>equipment</b> together with forcible ejection of the contents; or</li> </ol>

## Property Definitions - (Clinic and Surgery)

	<p>2. sudden and dangerous distortion of any part of the insured <b>equipment</b> caused by crushing stress by force of steam or other fluid pressure.</p> <p>Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.</p>
Failure	<p><b>Damage</b> caused by:</p> <ol style="list-style-type: none"> <li>1. electrical or mechanical <b>breakdown</b>, including rupture or bursting caused by centrifugal force; or</li> <li>2. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires; or</li> <li>3. <b>explosion or collapse</b> of <b>equipment</b> owned or leased by <b>you</b> or under <b>your</b> control and operating under steam or other fluid pressure; or</li> <li>4. any condition or event, not otherwise excluded by this section, occurring inside <b>equipment</b> operating under steam or other fluid pressure; or</li> <li>5. any condition or event, not otherwise excluded by this section, occurring inside oil or water storage tanks, hot water boilers or other water heating equipment; or</li> <li>6. operator error.</li> </ol>
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by <b>storm</b> or not.
Identity fraud	Someone, or a group of people, knowingly using a means of identification belonging to you without <b>your</b> knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
Insured premises	The space <b>you</b> occupy at the premises shown in the schedule located in a building of <b>standard construction</b> unless otherwise notified to <b>us</b> and to which <b>we</b> have confirmed <b>our</b> agreement. This includes any outbuildings and annexes <b>you</b> occupy on the same premises.
Production or process equipment	Any <b>equipment</b> which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such <b>equipment</b> and any other machine or apparatus used exclusively with such <b>equipment</b> .
Property	Tangible property.
Reconstitution of data	Reconstitution of the data <b>you</b> need to continue <b>your business</b> , if your electronic <b>business</b> records and electronic data have been lost or distorted.
Software	Programmes which run <b>your computers</b> , including both <b>your</b> own operating programmes and application programmes used in the course of <b>your business</b> .
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	Subsidence, landslide or heave.
Venue	The space <b>you</b> occupy at the premises shown in the schedule located in a building of <b>standard construction</b> unless otherwise notified to <b>us</b> and to which <b>we</b> have confirmed <b>our</b> agreement. This includes any outbuildings <b>you</b> occupy on the same premises.

## Property Buildings - (Clinic and Surgery)

The general terms and conditions, the property definitions and the following terms and conditions all apply to this section.

### Special definitions for this section

Rent receivable                      Rent that you cannot legally recover from your tenants whilst the buildings or any part are unusable as a result of insured damage.

### What is covered

**We** will insure you against **damage** occurring during the **period of insurance** to insured **buildings** or any other items specified under this section in the schedule.

Additional cover                      The following are also provided up to the amount shown in the schedule:

- |                          |   |
|--------------------------|---|
| Trace and access         | 1. <b>we</b> will pay for the necessary and reasonable costs <b>you</b> incur with <b>our</b> consent to locate any <b>damage</b> to cables, underground pipes and drains or the source of a gas leak or of any escape of water from permanent internal plumbing, where the <b>damage</b> , leakage or escape first occurs during the <b>period of insurance</b> . <b>We</b> will also pay the cost to make good any <b>damage</b> caused as a consequence of locating the <b>damage</b> or source of leakage or escape.                            |
| Emergency services       | 2. <b>we</b> will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which <b>you</b> are liable following <b>damage</b> occurring during the <b>period of insurance</b> to insured <b>buildings</b> not otherwise excluded.   |
| Loss prevention costs    | 3. <b>we</b> will pay for necessary and reasonable costs that <b>you</b> incur to protect the <b>buildings</b> from imminent insured <b>damage</b> occurring during the <b>period of insurance</b> .  |
| Additions to buildings   | 4. <b>we</b> will pay for <b>damage</b> occurring during the <b>period of insurance</b> to any additions or improvements of <b>standard construction</b> to the <b>buildings</b> once they are completed and become <b>your</b> legal responsibility, provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.   |
| Inadvertent omissions    | 5. having notified us of the intention to insure all <b>buildings</b> in which <b>you</b> have an interest and it being <b>your</b> understanding that all property is accounted for, if any such <b>property</b> is found to have been omitted, we will deem it to be insured within the terms of this <b>policy</b> , provided it is of <b>standard construction</b> . This is subject to payment of the appropriate premium either from <b>policy</b> inception or from the date which you became legally responsible for such <b>property</b> . |
| Selling the buildings    | 6. if <b>you</b> are selling the <b>buildings</b> , this <b>policy</b> will cover the <b>buildings</b> for the buyer from the time <b>you</b> exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this <b>policy</b> .  |
| Trees, shrubs and plants | 7. <b>we</b> will pay for <b>damage</b> occurring during the <b>period of insurance</b> to trees, shrubs or plants at <b>your business premises</b> , which are owned by <b>you</b> or for which <b>you</b> are legally responsible, as a result of fire or explosion.  |
| Discharge of oil         | 8. <b>we</b> will pay the necessary and reasonable additional costs and expenses <b>you</b> incur with <b>our</b> consent to decontaminate the land at the premises shown in the schedule following accidental discharge of oil, other than resulting from <b>failure</b> of the storage tank, from any oil fired heating appliance or storage tank occurring during the <b>period of insurance</b> .   |

## Property Buildings - (Clinic and Surgery)

### What is not covered

We will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. settlement or bedding-down of new structures;
  - c. settlement or movement of made-up ground;
  - d. coastal or river erosion;
  - e. collapse or cracking, other than **damage** to the main building resulting from **subsidence**;
  - f. **subsidence**:
    - i. to walls, gates and fences, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time and by the same cause;
    - ii. to solid floors unless the walls are physically damaged at the same time and by the same cause;
  - g. demolition, building work or groundwork on the premises;
  - h. a rise in the water table;
  - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
  - j. **storm** or **flood** to gates or fences;
  - k. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the building is occupied and in use;
  - l. **date recognition**;
  - m. any virus.
2. **damage** to any **computers, equipment**, oil and water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
3. misuse, faulty workmanship, defective design or the use of faulty materials.
4. the cost of maintenance or routine redecoration.
5. any indirect losses which result from the incident which caused you to claim.
6. pollution or contamination except **damage** to insured **property** which is not otherwise excluded and which is caused by:
  - a. pollution or contamination which itself results from insured damage covered under this section; or
  - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination;

This clause does not apply to the cover under **What is covered**, Discharge of oil.
7. a **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;

## Property Buildings - (Clinic and Surgery)

- b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this clause, it will be for **you** to show that the clause does not apply.

- 8. **war**, confiscation and **nuclear risks**.
- 9. the amount of the **excess**.

### How much we will pay

**We** will pay up to the **amount insured** unless limited below or in the schedule, but **we** will not pay more than the **amount insured** in total for the cost of rebuilding or repair and other costs combined.

#### Rebuilding and repair

**We** will pay the cost of rebuilding or repairing the **buildings** to a condition equal to but not better or more extensive than their condition when new, provided **you** carry out the rebuilding or repair and do so without unreasonable delay.

#### Other costs

**We** will pay the following necessary and reasonable costs and expenses **you** incur in rebuilding or repairing following **damage** insured by this section:

- a. the cost of removing debris of the **buildings** from the premises or the area immediately adjacent;
- b. the cost of dismantling, demolishing, shoring up or propping up any part of the **buildings**;
- c. the cost of complying with any statutory or local authority requirement regarding the damaged part of the **buildings**, unless notice of such requirement was served before the **damage** and provided the **buildings** were originally built according to any government and local authority regulations in force at that time;
- d. the fees of architects, surveyors or consulting engineers;
- e. clearing, cleaning and repairing drains, gutters, sewers and the like on your premises which are blocked or damaged.

**We** will not pay for the cost of preparing a claim.

#### Special rebuilding conditions

**You** may rebuild or replace **buildings** which are totally destroyed in any manner suitable to your requirements and/or on another site provided this does not increase the cost.

#### Under insurance

If, at the time of **damage**, the **amount insured** is less than 85% of the total rebuilding cost of the **buildings** including an allowance for other costs, the amount we pay will be reduced in the same proportion as the under insurance.

#### Index linking

The **amount insured** for **buildings** will be adjusted monthly in line with any change in nationally published indices. **We** will not reduce the **amount insured** without your consent.

### Your obligations

#### If any damage occurs

**We** will not make any payment under this section unless **you**:

- 1. notify us promptly of any **damage** which might be covered;
- 2. report to the police, as soon as is reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them;

## Property Buildings - (Clinic and Surgery)

3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

### Unoccupancy

**You** must tell us immediately if the **buildings**, including any self-contained areas of the **buildings**, will be left unoccupied or will not be used for more than 30 consecutive days.

**We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell you the timeframes within which **you** must carry them out.

If **you** do not tell us, **we** will not make any payment for **damage** occurring while the **buildings** are unoccupied, other than where caused by fire, lightning, earthquake or aerial impact.

## Special conditions

### Workmen

Workmen are permitted in or about any of the buildings for the purposes of carrying out minor alterations, repairs, decoration and maintenance without invalidating this insurance.

## Property Contents - (Clinic and Surgery)

The general terms and conditions, the property definitions and the following terms and conditions all apply to this section.

### Special definitions for this section

Contents	<p>The contents of <b>your insured premises</b> used in connection with the <b>business</b> which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> <li>a. <b>computers;</b></li> <li>b. goods held in trust, stock and samples;</li> <li>c. works of art or precious metals;</li> <li>d. tenants improvements, decorations, fixtures and fittings and general contents including, if attached to the building, external signs, aerials and satellite dishes;</li> <li>e. pipes, ducting, cables, wires and associated control equipment within the <b>business premises</b> and extending to the public mains.</li> </ol> <p><b>Money and personal effects</b> are not included within this definition.</p>
Hacker	<p>Anyone who maliciously targets <b>you</b> and gains unauthorised access to <b>your</b> website, intranet, computer system, network, telephony equipment or data that <b>you</b> hold electronically.</p>
Money	<p>Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to <b>you</b>.</p>
Personal effects	<p>Articles worn, used or carried about the person, excluding cash, bank and currency notes and jewellery.</p>
Rent payable	<p>Rent for the <b>insured premises</b> that <b>you</b> must legally pay whilst the <b>insured premises</b> or any part of it is unusable as a result of <b>damage</b> insured by this section.</p>
<b>What is covered</b>	
Additional cover	<p>The following are also provided up to the amount shown in the schedule:</p>
Costs following glass breakage	<ol style="list-style-type: none"> <li>1. the necessary and reasonable costs you incur following breakage or scratching during the <b>period of insurance</b> of glass, which belongs to you or for which <b>you</b> are legally responsible, for:             <ol style="list-style-type: none"> <li>a. temporary boarding-up;</li> <li>b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;</li> <li>c. replacement lettering or other ornamental work and alarm foil on glass.</li> </ol> </li> <li>2. <b>damage</b> occurring during the <b>period of insurance</b> to any additional <b>contents</b>, provided you tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.</li> </ol>
Additions to contents	

## Property Contents - (Clinic and Surgery)

- |   |   |
|---|---|
| Money   | <p>3. <b>damage</b> occurring during the <b>period of insurance</b> to <b>money</b> held in connection with the <b>business</b>:</p> <ul style="list-style-type: none"> <li>a. in the <b>insured premises</b> while open for business;</li> <li>b. in the <b>insured premises</b> in a locked safe;</li> <li>c. in transit within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland or whilst at the home of any partner, director or employee of yours in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.</li> </ul>     |
| Identity fraud  | <p>4. the following reasonable and necessary expenses <b>you</b> have to pay solely as a direct result of an <b>identity fraud</b> occurring during the <b>period of insurance</b>:</p> <ul style="list-style-type: none"> <li>a. solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness <b>your</b> signature;</li> <li>b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;</li> <li>c. fees charged when <b>you</b> re-apply for a commercial loan that was originally rejected.</li> </ul> |
| Personal effects  | <p>5. <b>damage</b> occurring in the <b>insured premises</b> during the <b>period of insurance</b> to the <b>personal effects</b> of <b>your</b> employees or visitors to the <b>insured premises</b> provided they are not insured elsewhere.</p>  |
| Reconstitution of electronic data                       | <p>6. the reasonable cost of <b>reconstitution of data</b> as a direct result of <b>damage</b> covered under this section.</p>  |
| Reconstitution of other business documents              | <p>7. the reasonable costs of replacing or reconstituting <b>your business</b> documents that are not held electronically and which you need to continue <b>your business</b>, if such documents have been lost or destroyed as a direct result of <b>damage</b> covered under this section.</p>  |
| Lock replacement  | <p>8. the costs you incur to replace locks and keys necessary to maintain the security of <b>your business premises</b> or safes following theft of keys involving force and violence occurring during the <b>period of insurance</b>.</p>  |
| Building damage by theft                                | <p>9. the cost of repairing <b>damage</b> occurring during the <b>period of insurance</b> to the <b>insured premises</b> buildings caused by theft or attempted theft and for which <b>you</b> are legally liable.</p>  |
| Personal assault following robbery or attempted robbery | <p>10. compensation as shown in the schedule if any partner, director or employee of <b>yours</b> is physically injured in the course of <b>your business</b> in a robbery or attempted robbery occurring during the <b>period of insurance</b> either at the <b>insured premises</b> or within the <b>geographical limits</b> and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the <b>period of insurance</b>.</p>   |
| Metered water and fuel                                  | <p>11. the cost that <b>you</b> incur for any metered water and fuel used at the <b>business premises</b> when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of <b>damage</b> occurring during the <b>period of insurance</b> to any storage tank, equipment or piping resulting from a cause not otherwise excluded.</p>  |

## Property Contents - (Clinic and Surgery)

Undamaged tenant's improvements	12. tenant's improvements if your lease is cancelled by the lessor as a consequence of <b>damage</b> occurring during the <b>period of insurance</b> to the <b>business premises</b> , provided the cancellation is a valid condition of <b>your</b> lease and tenant's improvements are an insured item under this <b>policy</b> .
Contents temporarily elsewhere	13. <b>damage</b> occurring during the <b>period of insurance</b> to <b>contents</b> , excluding laptops, mobile phones and other portable equipment, temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland, including whilst in transit.
Contents kept at home	14. <b>damage</b> occurring during the <b>period of insurance</b> to contents used and kept at the home of any partner, director or employee of <b>yours</b> for the purposes of the <b>business</b> , provided the home is in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

### What is not covered

We will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of storm or fire;
  - c. coastal or river erosion;
  - d. a rise in the water table;
  - e. theft from an unattended vehicle unless the item is out of sight in a locked boot;
  - f. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **insured premises** is occupied and in use;
  - g. date recognition;
  - h. a **virus** or **hacker**.
2. **damage** to **property** being cleaned, worked on or maintained.
3. **damage** to any **computers, equipment**, oil or water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
4. loss or distortion of information resulting from error or malfunction of **computers**.
5. the value to **you** of any lost or distorted information.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.

## Property Contents - (Clinic and Surgery)

10. financial loss due to **you** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
11. any indirect losses which result from the incident which caused you to claim.
12. pollution or contamination except **damage** to insured **property** which is not otherwise excluded and which is caused by:
  - a. pollution or contamination which itself results from insured **damage** covered under this section; or
  - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
13. a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to terrorism;
- b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.

14. **war, confiscation and nuclear risks.**

15. the amount of the **excess.**

### How much we will pay

**We** will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

#### Repair and replacement

At our option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **contents**, other than stock and samples or **personal effects**, the cost of repair or replacement as new.
2. for stock and samples other than second-hand stock or goods held in trust, the cost of repair or replacement at the cost price to **you**.
3. for second-hand stock, other than goods held in trust, the cost of repair or replacement at the trade market value.
4. for goods held in trust, the lesser of:
  - i. your liability in respect of the goods held in trust; or
  - ii. the cost of repair or replacement at the trade market value of such goods.
5. for **personal effects**, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.

#### Debris removal

**We** will pay the necessary and reasonable costs and expenses **you** incur to remove debris of **contents** from the premises or the area immediately adjacent, following **damage** insured by this section.

#### Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the total value of the **contents**, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the total value of the **contents**.

**We** will only apply this calculation if:

1. **we** find that the **amount insured** is less than 85% of the contents; and

## Property Contents - (Clinic and Surgery)

2. **we** establish that **your** failure to declare the total value of the **contents** was not deliberate or reckless and was a breach of your obligation to:
  - a. make a fair presentation of the risk to us before the start of the **period of insurance**; or
  - b. notify **us** of a change of circumstances in relation to the total value of the **contents**, which may materially affect the **policy**; or
  - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the total value of the **contents** which may materially affect the **policy**.

This remedy may apply in addition to General conditions 2. b.ii. and 4. b. ii.

If **your** failure to declare the total value of the **contents** was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.

### Index linking

The **amount insured** for **contents** will be adjusted monthly in line with any increase in nationally published indices. **We** will not reduce the **amount insured** without your consent.

### Personal assault following robbery or attempted robbery

**We** will not pay compensation under more than one heading in the schedule for the same injury.

### Pairs and sets

If any **contents** which have an increased value because they form part of a pair or set are **damaged** any payment **we** make will take account of the increased value.

### Other interests

Any payment **we** make will take into account the interest of any party having an insurable interest in the **contents** insured, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

## Your obligations

### If any damage occurs

**We** will not make any payment under this section unless you:

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell you if **we** want to do this.

### Backing-up electronic data

**You** must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the **insured premises**. If **you** do not, **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

### Protections

1. **You** must ensure that all fire alarms, security systems and physical protections notified to us are in full operation whenever the **insured premises** is left unattended, unless you have already advised us that a system is not working properly.
2. **You** must also advise **us** as soon as reasonably possible if for any reason a system is not working properly. **We** may then vary the terms and conditions of this **policy**. All systems must be regularly serviced under contract by a reputable company at least annually.

## Property Contents - (Clinic and Surgery)

We will not make any payment under this section in respect of any incident occurring whilst you are not in compliance with these conditions unless you can demonstrate that such noncompliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.

### Unoccupancy

**You** must tell **us** immediately if the **insured premises**, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment for **damage** occurring while the **insured premises** is unoccupied.

## Property - Portable Equipment (Clinic and Surgery) Policy Wording

The general terms and conditions, the property definitions and the following terms and conditions all apply to this section.

### Special definitions for this section

Hacker	Anyone who maliciously targets <b>you</b> and gains unauthorised access to <b>your</b> website, intranet, computer system, network, telephony equipment or data that <b>you</b> hold electronically.
Personal effects	Articles worn, used or carried about the person.
Portable equipment	Portable equipment used in connection with <b>your business</b> which belongs to <b>you</b> or for which <b>you</b> are legally responsible, including: <ol style="list-style-type: none"> <li>1. <b>computers</b> including laptops and tablets;</li> <li>2. mobile phones;</li> <li>3. television and video equipment;</li> <li>4. tools;</li> <li>5. accessories associated with any of the above;</li> <li>6. goods held in trust.</li> </ol>

### What is covered

Additional cover	<b>We</b> will insure <b>you</b> against <b>damage</b> occurring during the <b>period of insurance</b> to <b>portable equipment</b> within the <b>geographical limits</b> .
Reconstitution of electronic data	The following are also provided up to the amount shown in the schedule: <ol style="list-style-type: none"> <li>1. the reasonable costs of reconstituting the data you need to continue <b>your business</b>, if <b>your</b> electronic <b>business</b> records and electronic data have been lost or distorted as a direct result of <b>damage</b> covered under this section.</li> <li>2. <b>damage</b> occurring during the <b>period of insurance</b> to any additional <b>portable equipment</b>, provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.</li> </ol>
Additions to portable equipment	

### What is not covered

We will not make any payment for:	
1. <b>damage</b> caused by:	<ol style="list-style-type: none"> <li>a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation or any gradually operating cause;</li> <li>b. theft or attempted theft from an unattended vehicle unless the item is out of sight in a locked boot or locked storage compartment;</li> <li>c. a <b>virus</b> or <b>hacker</b>;</li> <li>d. dryness or humidity, being exposed to light or extreme temperatures, unless the <b>damage</b> is caused by <b>storm</b> or fire.</li> </ol>
2. <b>damage</b> to <b>portable equipment</b> away from the <b>business premises</b> unless the <b>portable equipment</b> is in <b>your</b> care, custody, or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or premises.	

## Property - Portable Equipment (Clinic and Surgery)

3. **damage** to **portable equipment** being cleaned, worked on or maintained.
  4. **damage** to any **portable equipment** directly resulting from its own **failure**.
  5. **damage** to **personal effects**.
  6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
  7. loss or distortion of information resulting from error or malfunction of **portable equipment**.
  8. the value to **you** of any lost or distorted information.
  9. unexplained loss or disappearance.
  10. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
  11. a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to terrorism;
  - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.
- If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
12. any indirect losses which result from the incident which caused **you** to claim.
  13. **war, confiscation** and **nuclear risks**.
  14. the amount of the **excess**.

### How much we will pay

**We** will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

#### Repair and replacement

At **our** option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **portable equipment** the cost of repair or replacement as new;
2. for goods held in trust, the lesser of:
  - i. **your** liability in respect of the goods held in trust;
  - ii. the cost of repair or replacement at the trade market value of such goods.

#### Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the total value of the **portable equipment**, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the total value of the **portable equipment**.

**We** will only apply this calculation if:

1. **we** find that the **amount insured** is less than 85% of the **portable equipment**; and
2. **we** establish that **your** failure to declare the total value of the **portable equipment** was not deliberate or reckless and was a breach of **your** obligation to:
  - a. make a fair presentation of the risk to us before the start of the **period of insurance**; or

## Property - Portable Equipment (Clinic and Surgery)

- b. notify **us** of a change of circumstances in relation to the total value of the **portable equipment**, which may materially affect the **policy**; or
- c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the total value of the **portable equipment** which may materially affect the **policy**.

This remedy may apply in addition to general conditions 2. b. ii. and 4. b. ii.

If your failure to declare the total value of the **portable equipment** was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.

### Other interests

Any payment **we** make will take into account the interest of any party having an insurable interest in the **portable equipment** insured, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

## Your obligations

### If any damage occurs

**We** will not make any payment under this section unless you:

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police or relevant authority, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
3. arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged portable equipment. We will tell you if we want to do this.

### Backing-up electronic data

You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the business premises. If you do not, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.

## Property - Business Interruption (Clinic and Surgery) Policy Wording

Please read the schedule to see if **your** loss of **income**, loss of **gross profit**, or **additional increased costs of working** are covered.

The general terms and conditions, the property definitions and the following terms and conditions all apply to this section.

### Special definitions for this section

Additional increased costs of working	The additional costs and expenses, not including the costs of <b>reconstitution of data</b> , reasonably incurred by <b>you</b> with <b>our</b> prior consent in order to continue <b>your business</b> or minimise <b>your</b> loss of <b>income</b> or loss of <b>gross profit</b> during the <b>indemnity period</b> and not limited to the reduction in <b>income</b> or <b>gross profit</b> saved.
Alternative hire costs	The reasonable hire costs incurred by you during the <b>period of insurance</b> for the necessary hire of a substitute item of similar type and capacity either whilst <b>property</b> is being repaired or until permanently replaced, following <b>insured damage</b> or <b>insured failure</b> .
Annualised amount insured	The <b>amount insured</b> divided by the <b>indemnity period</b> multiplied by 12.
Gross profit	The difference between the sum of <b>your income</b> , closing stock and work in progress and the sum of your opening stock, work in progress and <b>uninsured working expenses</b> .
Income	The total income of the <b>business</b> carried out from <b>your insured premises</b> .
Increased costs of working	The costs and expenses necessarily and reasonably incurred by <b>you</b> for the sole purpose of minimising the reduction in <b>income</b> to <b>your business</b> during the <b>indemnity period</b> , but not exceeding the reduction in <b>income</b> saved.
Indemnity period	The period, in months, beginning at the date of the <b>insured damage</b> or <b>insured failure</b> , or the date the restriction is imposed, and lasting for the period during which <b>your income</b> is affected as a result of such <b>insured damage, insured failure</b> or restriction, but for no longer than the number of months shown in the schedule.
Insured damage	<b>Damage</b> , other than <b>failure</b> , to <b>property</b> provided that: <ul style="list-style-type: none"> <li>a. the <b>damage</b> is not otherwise excluded by the buildings or contents or other property section of this <b>policy</b>; and</li> <li>b. payment has been made or liability admitted by the insurer under any insurance covering such <b>damage</b>.</li> </ul>
Insured failure	<b>Failure of equipment, computers</b> , oil or water storage tanks and other insured items provided that: <ul style="list-style-type: none"> <li>a. the <b>failure</b> is not otherwise excluded by the equipment breakdown section of this <b>policy</b>; and</li> <li>b. payment has been made or liability admitted by us under the equipment breakdown section of this <b>policy</b>.</li> </ul>
Notifiable human disease	Any human infectious or human contagious disease, an outbreak of which must be notified to the local authority.
Rate of gross profit	The percentage produced by dividing <b>gross profit</b> by <b>your income</b> during the financial year immediately before the date of any <b>insured damage, insured failure</b> or restriction.

## Property - Business Interruption (Clinic and Surgery)

Rent	Rent: <ol style="list-style-type: none"> <li>a. for the <b>insured premises</b> that you must legally pay whilst the <b>insured premises</b> or any part of it is unusable as a result of <b>insured damage</b>, insured failure or restriction;</li> <li>b. that <b>you</b> cannot legally recover from <b>your</b> tenants whilst the <b>buildings</b> or any part are unusable as a result of <b>insured damage</b>, <b>insured failure</b> or restriction.</li> </ol>
Uninsured working expenses	Purchases less discounts received, bad debts, <b>rent</b> and any other item described in the schedule.
<b>What is covered</b>	<b>We</b> will insure <b>you</b> for <b>your</b> financial losses and any other items specified in the schedule, resulting solely and directly from an interruption to <b>your business</b> caused by:
Financial losses from insured damage	<ol style="list-style-type: none"> <li>1. <b>insured damage</b> to <b>property</b>:           <ol style="list-style-type: none"> <li>a. insured under any property section of this <b>policy</b>, other than equipment breakdown; or</li> <li>b. insured elsewhere, but not under this <b>policy</b>, provided the <b>damage</b> occurred whilst the <b>property</b> was contained in the <b>insured premises</b>.</li> </ol> </li> </ol>
Denial of access	2. <b>insured damage</b> to property in the vicinity of the <b>insured premises</b> which prevents or hinders <b>your</b> access to the <b>insured premises</b> .
Suppliers	3. <b>insured damage</b> , other than <b>damage</b> caused by <b>flood</b> or <b>earth movement</b> , arising at the premises of one of <b>your</b> suppliers operating and based in the European Union, other than water, gas, electricity or telecommunications services.
Public utilities	4. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union to the <b>insured premises</b> for more than 24 consecutive hours caused by <b>insured damage</b> , other than <b>damage</b> caused by <b>flood</b> or <b>earth movement</b> , to any land based premises of the supply authority or the terminal feed to <b>your insured premises</b> or <b>business premises</b> or to underground pipes or underground cables conveying such services from the supply authority to <b>your</b> premises.
Public authority	5. your inability to use the <b>insured premises</b> due to restrictions imposed by a public authority during the <b>period of insurance</b> following: <ol style="list-style-type: none"> <li>a. a murder or suicide;</li> <li>b. an occurrence of a <b>notifiable human disease</b>;</li> <li>c. injury or illness of any person traceable to food or drink consumed on the premises;</li> <li>d. defects in the drains or other sanitary arrangements;</li> <li>e. vermin or pests at the premises.</li> </ol>
Equipment breakdown	6. <b>insured failure</b> .
<b>What is not covered</b>	<ol style="list-style-type: none"> <li>1. <b>We</b> will not make any payment for any interruption to <b>your business</b> directly or indirectly caused by, resulting from or in connection with <b>terrorism</b>.</li> <li>2. <b>We</b> will not make any payment under this section if <b>your business</b> is discontinued permanently or if a liquidator or receiver is appointed.</li> </ol>

## Property - Business Interruption (Clinic and Surgery)

<b>How much we will pay</b>	<p><b>We</b> will pay up to the <b>amount insured</b> unless limited below or shown in the schedule. <b>We</b> will pay for no longer than the period shown in the schedule against each item insured.</p> <p>If <b>you</b> are accountable to the tax authorities for value added tax, the amount <b>we</b> pay will be exclusive of such tax.</p> <p>The amount <b>we</b> pay for each item will be calculated as follows:</p>
Loss of income	<p>the difference between <b>your</b> actual <b>income</b> during the <b>indemnity period</b> and the <b>income</b> it is estimated <b>you</b> would have earned during that period or, if this is <b>your</b> first trading year, the difference between <b>your income</b> during the <b>indemnity period</b> and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses <b>you</b> pay out of <b>your income</b> during the <b>indemnity period</b>. <b>We</b> will also pay for <b>increased costs of working</b> and <b>alternative hire costs</b>.</p>
Loss of gross profit	<p>the sum produced by applying the <b>rate of gross profit</b> to any reduction in <b>income</b> during the <b>indemnity period</b> plus <b>increased costs of working</b> and <b>alternative hire costs</b>, less any business expenses or charges which cease or are reduced.</p>
Outstanding debts	<p>any of <b>your</b> outstanding debts which <b>you</b> are unable to recover following loss of <b>your</b> accounting records as a direct result of <b>insured damage</b> or <b>insured failure</b>.</p>
Accountant's charges	<p>The amount <b>we</b> will pay for loss of <b>income</b>, or loss of <b>gross profit</b> if applicable, includes the reasonable charges <b>you</b> pay to <b>your</b> professional accountant for producing information <b>we</b> require in support of a request for settlement under this section.</p>
Under insurance	<p>If, at the time of <b>insured damage</b>, <b>insured failure</b> or restriction, <b>we</b> establish that the <b>annualised amount insured</b> declared to <b>us</b> does not represent <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> during the 12 months immediately preceding the date of the <b>insured damage</b>, <b>insured failure</b> or restriction, <b>we</b> will reduce the amount <b>we</b> pay in the proportion that the premium <b>you</b> have paid bears to the premium <b>we</b> would have charged <b>you</b> if <b>you</b> had declared <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b>.</p> <p><b>We</b> will only apply this calculation if:</p> <ol style="list-style-type: none"> <li>1. <b>we</b> establish that the <b>annualised amount insured</b> is less than 85% of your actual <b>income</b> or <b>your</b> actual <b>gross profit</b> during the 12 months immediately preceding the start of the <b>period of insurance</b>; and</li> <li>2. <b>we</b> establish that <b>your</b> failure to declare <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> was not deliberate or reckless and was a breach of <b>your</b> obligation to make a fair presentation of the risk to <b>us</b> before the start of the <b>period of insurance</b>.</li> </ol> <p>This remedy may apply in addition to General condition 2. b.ii. If <b>your</b> failure to declare <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> was deliberate or reckless, the remedy under General condition 2.a. will apply.</p>
Business trends	<p>The amount <b>we</b> pay for loss of <b>income</b> or loss of <b>gross profit</b> will be amended to reflect any special circumstances or business trends affecting <b>your business</b>, either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the <b>insured damage</b>, <b>insured failure</b> or restriction had not occurred.</p>

## Property - Business Interruption (Clinic and Surgery)

### Your obligations

If any damage occurs	<b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> promptly of any <b>damage</b> or event which might prevent or hinder <b>you</b> from carrying on <b>your business</b> .
Property insurance	Where the <b>damage</b> involves property <b>you</b> own or are legally responsible for, <b>we</b> will not make any payment unless <b>you</b> have property insurance in force covering the <b>damage</b> and payment has been made, or liability admitted, under that insurance for the <b>damage</b> .
Accounts records	<b>You</b> must keep a record of all amounts owed to <b>you</b> and keep a copy of the record away from the <b>insured premises</b> . If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make by an amount equal to the detriment <b>we</b> have suffered as a result.

## Cosmetic Insurance Portfolio - Public and Products Liability (Clinic and Surgery) Policy Wording

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

### Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against <b>you</b> .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Inefficacy	The failure of any of <b>your products</b> or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, erected, installed, tested, maintained or cleaned by <b>you</b> .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
Treatment	Cosmetic treatments and procedures performed by you during the course of <b>your business activities</b> .
You/your	Also includes any person who was, is or during the period of insurance becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

### 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> 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 employee or volunteer worker of <b>yours</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>
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 or any employee or spouse of such person against legal liability as a result of <b>bodily injury</b>, <b>property damage</b> or <b>personal injury</b> incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than:</p>

## Cosmetic Insurance Portfolio - Public and Products Liability (Clinic and Surgery)

Claims against principals	<p>a. where indemnity arises out of the ownership or occupation of land or buildings;</p> <p>b. where indemnity is provided by any other insurance.</p> <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 <b>you</b>, against a customer of <b>your business</b> for whom <b>you</b> are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <p>a. has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</p> <p>b. accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</p> <p>c. has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</p> <p>d. gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</p>
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 limit of indemnity shown in the schedule.</p>
Additional cover	
Court attendance compensation	<p>If any person within the definition of <b>you</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 our solicitor.</p>
<b>What is not covered</b>	<p>A. <b>We</b> will not make any payment for any claim or loss directly or indirectly due to:</p>
Property for which you are responsible	<p>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 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>.</p> <p>2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, hovercraft, 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.</p> <p>This does not apply to:</p> <p>a. any <b>tool of trade</b>;</p> <p>b. the loading or unloading of any vehicle off the highway.</p>
Injury to employees	<p>3. <b>bodily injury</b> to any person arising out of and in the course of their employment under a contract of service or apprenticeship with <b>you</b>.</p>
Pollution	<p>4. a. i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or</p>

## Cosmetic Insurance Portfolio - Public and Products Liability (Clinic and Surgery)

	<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>;</li> </ul> <p>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>;</p> <ul style="list-style-type: none"> <li>b. any <b>pollution</b> occurring in the United States of America or Canada.</li> </ul>
Computer virus	5. transmission of a computer <b>virus</b> .
Professional advice	6. designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> .
Your products	<ul style="list-style-type: none"> <li>7. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts.</li> <li>8. <ul style="list-style-type: none"> <li>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> that are: <ul style="list-style-type: none"> <li>i. non-proprietary brands;</li> <li>ii. proprietary brands that are not used in accordance with the guidelines of the General Medical Council (GMC), the General Dental Council (GDC) or the Nursing and Midwifery Council (NMC) or the guidelines of any replacement regulatory body;</li> <li>iii. not registered with either the United States Food and Drug Administration (USFDA) or European Medicines Agency (EMA);</li> <li>iv. sourced from outside the European Union; or</li> <li>v. repackaged, repaired, altered, constructed, treated, serviced or reformed by you.</li> </ul> </li> </ul> </li> </ul>
Inefficacy	9. <b>inefficacy</b> .
Deliberate or reckless acts	10. 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.
Contracts	11. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Date recognition	12. <b>date recognition</b> .
War, terrorism and nuclear	13. <b>war, terrorism</b> or <b>nuclear risks</b> .
Asbestos	14. <b>asbestos risks</b> .
Sub-contractor's insurance	<ul style="list-style-type: none"> <li>15. any work undertaken by any of <b>your</b> sub-contractors operating under their own trading name, unless <b>you</b> ensure the sub-contractor maintains: <ul style="list-style-type: none"> <li>a. employers' liability insurance; and</li> </ul> </li> </ul>

## Cosmetic Insurance Portfolio - Public and Products Liability (Clinic and Surgery)

	b. public liability insurance with a minimum limit of indemnity of £2,000,000 which indemnifies <b>you</b> as a principal.
Malpractice and Samaritan acts	16. any <b>treatment</b> prepared or provided by <b>you</b> . B. <b>We</b> will not make any payment for:
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.
Claims outside the geographical limits	4. any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any country outside the <b>geographical limits</b> .

### How much we will pay

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

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

### Special limits

Products	For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims. <b>We</b> will also pay for <b>defence costs</b> for those claims until the limit of indemnity has been exhausted. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
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> , including any claims forming part of a series of other claims regarded as one claim under this section. The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount shown in the schedule. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . <b>You</b> must pay the relevant excess shown in the schedule.
Court attendance compensation	<b>We</b> will pay <b>you</b> the following compensation for each day, or part day: 1. <b>You</b> or <b>your</b> partner or director £250 2. Any other employee £100  The most <b>we</b> will pay for the total of all court attendance compensation is £10,000.
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 our payment. <b>We</b> will then have no further liability for those claims or their defence costs.

## Cosmetic Insurance Portfolio - Public and Products Liability (Clinic and Surgery)

### Your obligations

If a problem arises

1. **We** will not make any payment under this section:
  - a. unless **you** notify us promptly of any claim or threatened claim against **you**. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.  
  
**You** should make this notification directly to **us** (and your insurance adviser, if **you** have one) as follows, ensuring you quote **your** policy number:  
  
by email to: liability.claims@hiscox.com; or  
  
by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
  - b. unless **you** notify **us** within seven days of a claim or anything which may give rise to a claim under this section, arising out of bodily injury. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.  
  
**You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your** policy number:  
  
by email to: liability.claims@hiscox.com; or  
  
by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
  - c. unless **you** notify us as soon as practicable of **your** discovery that products are defective.
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 **we** have suffered as a result.

Correcting problems

**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. If **you** do not, **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

### 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.

## Employers' Liability (Clinic and Surgery) Policy Wording

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

### Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
Employee	Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Republic of Ireland working for <b>you</b> in connection with <b>your business</b> who is: <ol style="list-style-type: none"> <li>employed by <b>you</b> under a contract of service or apprenticeship;</li> <li>hired to or borrowed by <b>you</b>;</li> <li>self-employed and working on a labour-only basis under <b>your</b> control or supervision;</li> <li>engaged by labour-only sub-contractors;</li> <li>a labour master or a person supplied by him;</li> <li>engaged under a work experience or training scheme;</li> <li>a voluntary helper.</li> </ol>
Terrorism	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### What is covered

Claims against you	<p>If any <b>employee</b> brings a claim against <b>you</b> for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of their work for <b>you</b> within the <b>geographical limits</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>The amount <b>we</b> pay will include <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of statute or regulation directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> .
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 <b>you</b>, against a customer of <b>your business</b> for whom <b>you</b> are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ol style="list-style-type: none"> <li>has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li> </ol>

## Employers' Liability (Clinic and Surgery)

	<ul style="list-style-type: none"> <li>b. accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li> <li>c. has not admitted liability or prejudiced the defence of the claim before we are notified of it;</li> <li>d. gives <b>us</b> the information and co-operation we reasonably require for dealing with the claim.</li> </ul>
Unsatisfied court judgments	<p>If any <b>employee</b> obtains a judgment for damages following <b>bodily injury</b> against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, <b>we</b> will pay to the <b>employee</b> at <b>your</b> request the amount of any unpaid damages and awarded costs provided that:</p> <ul style="list-style-type: none"> <li>a. the <b>bodily injury</b> is caused during the <b>period of insurance</b> and arises out of and in the course of his or her employment in <b>your business</b>; and</li> <li>b. <b>we</b> would have covered <b>your</b> liability if <b>you</b> had caused the <b>bodily injury</b>; and</li> <li>c. there is no appeal outstanding; and</li> <li>d. the <b>employee</b> assigns his or her judgment to <b>us</b>.</li> </ul>
Additional cover	
Court attendance compensation	<p>If any person within the definition of <b>you</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 our solicitor.</p>
<b>What is not covered</b>	<p><b>We</b> will not make any payment for:</p> <ol style="list-style-type: none"> <li>1. Any claim or loss directly or indirectly due to: <ul style="list-style-type: none"> <li>a. any act, breach or omission <b>you</b> deliberately or recklessly commit, condone or ignore.</li> <li>b. any <b>bodily injury</b> caused to any of <b>your employees</b> while they are offshore. An <b>employee</b> is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.</li> <li>c. any <b>bodily injury</b> to any <b>employee</b> while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where <b>you</b> are entitled to indemnity from any other source.</li> </ul> </li> <li>2. Any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. <p style="margin-left: 20px;">This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p> </li> </ol>
Deliberate or reckless acts	
Offshore	
Road traffic legislation	
Claims outside the applicable courts	
<b>How much we will pay</b>	<p><b>We</b> will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their <b>defence costs</b> which arise from the same accident or event.</p>
Special limits	
Terrorism	<p>The most <b>we</b> will pay for claims and their <b>defence costs</b> arising from <b>terrorism</b> is the amount shown in the schedule. If <b>we</b> decide that this limit applies to a claim, it is <b>your</b> responsibility to prove that the claim does not arise from <b>terrorism</b>.</p>

## Employers' Liability (Clinic and Surgery)

**Criminal proceedings costs**      **We** will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.

**Court attendance compensation**      **We** will pay **you** the following compensation for each day, or part day:

1. **You** or **your** partner or director      £250
2. Any other **employee**      £100

The most **we** will pay for the total of all court attendance compensation is £10,000.

### Your obligations

If a problem arises

1. **We** will not make any payment under this section:
  - a. unless **you** notify **us** within seven days of anything which may give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.

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

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

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

- b. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
2. when dealing with **your employee** 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 **we** have suffered as a result.

### 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.

### Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. You must repay all payments we make which we would not have been liable to pay in the absence of such law.

## Commercial Legal Protection Policy Wording

**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 £100,000.

### Special definitions for this section

DAS	DAS Legal Expenses Insurance Company Limited.
The policyholder	The insured named in the <b>policy</b> schedule.
Insured person	<b>The policyholder</b> and the <b>policyholder's</b> directors, partners, managers, employees and any other individuals declared to <b>us</b> by the <b>policyholder</b> .
Appointed representative	The lawyer, accountant 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.
Full enquiry	An extensive examination by the HM Revenue & Customs which considers all aspects of <b>the policyholder's</b> tax affairs, excluding those enquiries which are limited to one or more specific aspects of the <b>policyholder's</b> self assessment and/or corporation tax return.
Aspect enquiry	An examination by the HM Revenue & Customs which considers one or more specific aspects of <b>the policyholder's</b> self assessment and/or corporation tax return.
Date of occurrence	<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.</li> <li>2. For criminal cases, the date of occurrence is when the <b>insured person</b> commenced or is alleged to have commenced to violate the criminal law in question.</li> <li>3. For <b>full enquiries or aspect enquiries</b>, the <b>date of occurrence</b> is when the HM Revenue &amp; Customs first notifies in writing the intention to make enquiries.  For Employers' Compliance and Value Added Tax disputes, the <b>date of occurrence</b> is when the relevant authority sends an assessment or written decision to the <b>policyholder</b>.</li> <li>4. For licence or registration appeals, the <b>date of occurrence</b> is when <b>the policyholder</b> first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel <b>the policyholder's</b> licence, mandatory registration or British Standard Certificate of Registration.</li> </ol>
Costs and expenses	
Legal costs	All reasonable and necessary costs chargeable by the <b>appointed representative</b> on a standard basis.  Also the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with the agreement of <b>DAS</b> .
Accountant's costs	A reasonable amount in respect of all costs reasonably incurred by the <b>appointed representative</b> .

## Commercial Legal Protection

### Attendance expenses

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **appointed representative** or while attending jury service. **DAS** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount **DAS** will pay is based on the following:

- a. the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- b. if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
- c. if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

### Territorial limit

#### **For insured incidents 2 Legal Defence (excluding 2.4), and 3 b. Bodily Injury**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

#### **For all other insured incidents**

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and any other extension agreed with **DAS**.

## Insured incidents we will cover

### 1. Employment disputes and compensation awards

#### a. Employment disputes and compensation awards

**DAS** will defend the **policyholder's** legal rights:

1. prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
3. in legal proceedings in respect of any dispute with;
  - a. an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**; or
  - b. an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

### 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 and any amending 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.**

## Commercial Legal Protection

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** Legal Claims Centre prior to serving notice of redundancy.
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 anyone **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;
  - c. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - d. statutory rights in relation to trustees of occupational pension schemes;
  - e. statutory rights in relation to Sunday shop and betting work.
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. Any award ordered as a result of a breach of statutory rights in relation to the provision of 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.

c. Service occupancy

**DAS** will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, 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.

## Commercial Legal Protection

### 2. Legal defence

At **the policyholder's** request:

1. **DAS** will defend the **insured person's** legal rights:
  - a. prior to the issue of legal proceedings when dealing with the:
    - i. police;
    - 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; or
  - c. 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.
2. **DAS** will 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**.
3. **DAS** will 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 on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; 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.
4. **DAS** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the policyholder's** business.
5. **DAS** will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.
6. **DAS** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that:

1. 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.
2. At the time of the **insured incident**, **the policyholder** has registered with the Information Commissioner in respect of **insured incident 1 (c)**.

### 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.

## Commercial Legal Protection

### 3. Property protection and bodily injury

#### a. Property protection

**DAS** will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

1. any event which causes or could cause physical damage to such material property; or
2. any nuisance or trespass.

#### What is not covered

Any claim relating to the following:

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

#### b. Bodily injury

At **the policyholder's** request, **DAS** will negotiate 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; or
2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
3. a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

### 4. Tax protection

#### a. Full or aspect enquiries

**DAS** will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry and any subsequent appeal proceedings**.

#### b. Employers' compliance

**DAS** will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

#### c. VAT disputes

**DAS** will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

## Commercial Legal Protection

Provided that:

1. For all **insured incidents, the policyholder** 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.
2. **DAS** will not pay more than £2,000 for **aspect enquiries**.

What is not covered

1. In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim.
2. Any **insured incident** arising from a tax avoidance scheme.
3. Any **insured incident** caused by the failure of **the policyholder** to register for Value Added Tax.
4. Any **insured incident** arising from any investigation or enquiries undertaken by the HM Revenue & Customs Special Investigation Section or Special Compliance Office.
5. Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

5. Contract disputes

**DAS** will negotiate for the policyholder's legal rights 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 and services.

Provided that:

1. the amount in dispute exceeds £250;
2. if the amount in dispute is payable by instalments, the instalments due and payable at the time of making a claim must exceed £250;
3. if the dispute relates to money owed to the policyholder, a claim under the policy is made within 90 days of the money becoming due and payable.

What is not covered

1. Any claims relating to the following:
  - a. the settlement payable under an insurance policy;
  - b. a lease, licence or tenancy of land or buildings other than a dispute with a professional advisor in connection with the drafting of a lease licence or tenancy agreement;
  - c. a loan, mortgage or pension any other financial product and chooses 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.
2. A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the policyholder.
3. 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.

## Commercial Legal Protection

	<ol style="list-style-type: none"> <li>4. A dispute arising from a breach or alleged breach of professional duty by an <b>insured person</b>.</li> <li>5. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.</li> </ol>
6. Tenancy disputes	<b>DAS</b> will represent <b>the policyholder</b> in any Legal Proceedings for civil action relating to a tenancy dispute between <b>the policyholder</b> and <b>the policyholder's</b> landlord arising from premises leased or rented to <b>the policyholder</b> .
What is not covered	Any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.
7. Statutory licence protection	<b>DAS</b> will represent <b>the policyholder</b> in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling the policyholder's licence or statutory registration or British Standard Certificate of Registration.
What is not covered	<ol style="list-style-type: none"> <li>1. An original application or application for renewal of a statutory licence or British Standard Certificate of Registration.</li> <li>2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.</li> </ol>
8. Debt Recovery	<b>DAS</b> will represent <b>the policyholder</b> in any Legal Proceedings for civil action including the enforcement of judgement to recover money and interest due for the sale or provision of goods or services.
	Provided that:
	<ol style="list-style-type: none"> <li>1. the amount in dispute exceeds £250;</li> <li>2. a claim for debt recovery under this section of the policy is made within 90 days of the money becoming due and payable;</li> <li>3. <b>DAS</b> have the right to select the method of enforcement or to forego enforcing judgement if <b>DAS</b> are not satisfied that there are, or will be, sufficient assets to satisfy judgement.</li> </ol>
What is not covered	<ol style="list-style-type: none"> <li>1. Any claim relating to the following: <ol style="list-style-type: none"> <li>a. the settlement payable under an insurance policy;</li> <li>b. a lease, licence or tenancy of land or buildings;</li> <li>c. a loan, mortgage or pension any other financial product and choses in action;</li> <li>d. a motor vehicle owned by, or hired or leased to, <b>the policyholder</b> other than agreements relating to the sale of motor vehicles where <b>the policyholder</b> is engaged in the business of selling motor vehicles.</li> </ol> </li> <li>2. A dispute which arises out of the supply, hire or sale or provision of computer hardware, software, systems or services.</li> <li>3. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.</li> </ol>
What is not covered by this section	<ol style="list-style-type: none"> <li>1. Any claim reported to <b>DAS</b> more than 180 days after the date the insured person should have known about the <b>insured incident</b>.</li> <li>2. <b>Costs and expenses</b> incurred before the written acceptance of a claim by <b>DAS</b>.</li> </ol>

## Commercial Legal Protection

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.
10. Legal action an insured person takes which **DAS** or the appointed representative have not agreed to or where the insured person does anything that hinders **DAS** or the appointed representative.

### Conditions which apply to the whole section

1. An **insured person** must:
  - a. keep to the terms and conditions of this section;
  - b. notify **DAS** immediately of any alteration which may materially affect their assessment of the risk;
  - c. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
  - d. try to prevent anything happening that may cause a claim;
  - e. send everything **DAS** ask for, in writing;
  - f. give **DAS** full details of any claim as soon as possible and give **DAS** any information they need;
2. 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**.

## Commercial Legal Protection

- 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 co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim.
- g. An **insured person** must give the **appointed representative** any instructions that **DAS** require.
3. 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** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
4. 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.
5. 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**.
6. 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**.
7. 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.
8. **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**.
9. This policy will be governed by English law.

## Commercial Legal Protection

### Helpline services

**DAS** provide these services 24 hours a day, 7 days a week during the **period of insurance**. To help **DAS** check and improve their service standards, **DAS** record all calls.

#### Eurolaw commercial legal advice

**DAS** will give the **policyholder** 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.

#### Tax advice

**DAS** will give the **policyholder** confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

#### Business assistance

In the event of an unforeseen emergency affecting the policyholder's business premises which causes damage or potential danger, **DAS** will contact a suitable repairer or contractor and arrange assistance on behalf of the **policyholder**. All costs of assistance provided are the responsibility of the **policyholder**.

To contact the above services, phone us on 0117 933 0626 quoting your policy number.

#### Counseling

**DAS** will provide all employees (including any members of their immediate family who permanently live with them) of the **policyholder** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

**To contact the counselling helpline, phone us on 0117 934 2121.**

These calls are not recorded. **DAS** will not accept responsibility if the Helpline Services fail for reasons **DAS** cannot control. Please do not phone **DAS** to report a general insurance claim.

#### The employment manual

The **DAS** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the **DAS** website at [www.das.co.uk](http://www.das.co.uk). From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for **your** own use. Contact **DAS** at [marketing@das.co.uk](mailto:marketing@das.co.uk) with **your** e mail address, quoting **your** policy number and **DAS** will contact **you** by e mail to inform **you** of future updates to the information.

#### DAS Business law

At [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) **you** will find a free, online reference full of the sorts of letters, articles and forms that will help **you** run **your** business successfully. **DAS** business law users can also access interactive document builders, to help make composing commercial documents as easy as possible.

From new legislation and employment issues to property law and taxation, **you** will find the content provided by **DAS** business law is updated regularly by legal experts to help **you** keep your business one step ahead.

To access **DAS** business law, please go to [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) and register **your** details. When asked for your policy number, please insert your Hiscox policy number and the password is **DAS472301**.

# Cyber and Data Policy Wording

## Cyber and Data Policy Wording

Please read the schedule to see whether breach costs, cyber business interruption, hacker damage, cyber extortion, privacy protection or media liability are covered by this section.

**The following section only applies cover if Cyber and Data is shown in your policy schedule.**

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

### Special definitions for this section

Advertising	Advertising, publicity or promotion in or of <b>your</b> products or services, including online.
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Breach	<ol style="list-style-type: none"> <li>1. The unauthorised acquisition, access, use or disclosure of, or the loss or theft of <b>personal data</b>, which compromises the security or privacy of that information such that it poses a significant risk of financial harm to the <b>data subject</b>; or</li> <li>2. any unauthorised acquisition, access, use or disclosure of <b>personal data</b> which triggers your obligations under any statute, law or regulation to make any notification of such unauthorised acquisition, access, use or disclosure.</li> </ol>
Breach forensic costs	Following a possible <b>breach</b> , the costs <b>you</b> incur for computer forensic analysis conducted by outside forensic experts to confirm the <b>breach</b> and identify the affected <b>data subjects</b> , as well as outside legal fees necessary for the preservation of the lawyer-client privilege of forensic reports and findings.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding or any assertion of liability or any written demand for financial compensation or injunctive relief first made against <b>you</b> within the <b>applicable courts</b> .
Cloud provider	Any entity providing hardware or software services to you over the internet, including the provision of software as a service, infrastructure as a service or platform as a service.
Computer system	Any computer network, hardware, software, information technology and communications system, including any email, intranet, extranet or website.
Credit monitoring costs	Following a <b>breach</b> , the costs <b>you</b> incur to provide one year of credit monitoring services or other credit protection services to each affected <b>data subject</b> . Such services must be redeemed by the <b>data subject</b> within 12 months of the <b>data subject</b> first being offered such services.
Data subject	Any natural person who is the subject of <b>personal data</b> .
Defence costs	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with <b>our</b> prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered <b>claim</b> , but not including any overhead costs, general business expenses, salaries or wages incurred by <b>you</b> or any other person or entity entitled to coverage under this section.
Employee	Any individual performing employment duties solely on <b>your</b> behalf in the ordinary course of <b>your business</b> and who is subject to <b>your</b> sole control and direction and to whom <b>you</b> supply the instruments and place of work necessary to perform such duties. <b>You</b> and <b>your</b> independent contractors will not be treated as employees under this section.

## Cyber and Data

Hacker	Anyone, including an <b>employee of yours</b> , who maliciously targets <b>you</b> and gains unauthorised access to or unauthorised use of <b>your computer system</b> or data held electronically by <b>you</b> or on <b>your</b> behalf, solely by circumventing electronically the security systems in place to protect against such unauthorised access or unauthorised use.
Illegal threat	Any threat from a third-party to: <ol style="list-style-type: none"> <li>damage, destroy or corrupt <b>your computer system, programmes</b> or data <b>you</b> hold electronically, or any <b>programmes</b> or data for which you are responsible, including by specifically introducing a <b>virus</b>; or</li> <li>disseminate, divulge or use any electronically held commercial information which:             <ol style="list-style-type: none"> <li><b>you</b> are responsible for;</li> <li>is not in the public domain; and</li> <li>will cause commercial harm if made public;</li> </ol> </li> </ol> <p>following any unauthorised external electronic access by that third-party.</p>
Income	The total income from <b>your business</b> .
Increased costs of working	The reasonable and necessary costs and expenses incurred by <b>you</b> for the sole purpose of minimising the reduction in <b>income</b> from <b>your business</b> during the <b>indemnity period</b> , but not exceeding the reduction in <b>income</b> saved.
Indemnity period	The period, in months, beginning at the date the interruption to <b>your business</b> commences and lasting for the period during which <b>your income</b> is affected as a result of such interruption, but for no longer than the number of months shown in the schedule.
Loss	Any financial harm caused to <b>your business</b> .
PCI charges	Any charges, fines, penalties, levies, costs, expenses, assessments, contractual damages or imposition of liabilities of any nature arising as a direct result of your failure to comply with <b>PCI DSS</b> due to a breach, including any sums in relation to card reissuance or fraudulent transactions.
PCI DSS	Payment Card Industry Data Security Standard.
Personal data	Any non-public individually identifiable information about a <b>data subject</b> , including but not limited to such information protected by the Data Protection Act 1998 or any similar or successor legislation.
Privacy forensic costs	Following a claim under What is covered, Claims against you, Privacy protection, the reasonable and necessary costs incurred by you with our prior written consent for forensic services conducted by outside forensic experts to defend a claim.
Privacy investigation	Any official examination, official enquiry or official investigation brought against you based on the same allegations as a <b>claim</b> under <b>What is covered, Claims against you</b> , Privacy protection a. i., ii., or iv., conducted by any regulator, government department or other body legally empowered.
Privacy investigation costs	All reasonable and necessary lawyers' and experts' fees and legal costs, including <b>privacy forensic costs</b> , incurred with <b>our</b> prior written agreement in investigating, settling, defending, appealing or defending an appeal against a <b>privacy investigation</b> , but not including any overhead costs, general business expenses, salaries or wages incurred by <b>you</b> or any other person or entity entitled to coverage under this section.

## Cyber and Data

Regulatory award	Following a <b>privacy investigation</b> , any civil or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages, including but not limited to those imposed by any national, federal, state or local governmental body or any licensing organisation, if insurable in the jurisdiction where such award was first ordered, but not including <b>PCI charges</b> .
Retroactive date	The date stated as the retroactive date in the schedule. For any <b>subsidiary</b> , the retroactive date shall mean the later of the retroactive date shown in the schedule and the date <b>you</b> first took control of such entity, unless otherwise agreed by <b>us</b> in writing.
Subsidiary	An entity that has been identified in <b>your</b> proposal for this policy and of which <b>you</b> own more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the <b>period of insurance</b> .
Time excess	The period shown in the schedule as the time excess, being the period immediately following an interruption during which no cover is provided under <b>What is covered, Your own losses</b> , Cyber business interruption.
You/your	Also includes: <ol style="list-style-type: none"> <li>any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner, director, trustee, in-house counsel or senior manager in actual control of <b>your</b> operations;</li> <li>any <b>subsidiary</b>.</li> </ol>

### What is covered

#### Your own losses

- Breach costs

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date**, **you** discover or suspect a **breach** has occurred, **we** will pay all reasonable and necessary:

  - breach forensic costs**;
  - outside legal fees **you** incur in managing **your** response to the **breach**;
  - costs **you** incur to notify each affected **data subject** of the **breach**;
  - costs **you** incur to notify any regulatory body, including the Information Commissioner's Office, of the **breach** where **you** are required by any law or regulation to do so;
  - costs **you** incur to use a third-party call centre to answer enquiries from affected **data subjects** following notification of the **breach** to such **data subjects**; and
  - credit monitoring costs;

incurred with **our** prior written agreement.
- Breach by suppliers

**We** will indemnify you against any **loss** falling within the scope of **What is covered, Your own losses**, Breach costs, which arises as a result of any **breach** caused by a supplier of **yours**.
- Cyber business interruption

**We** will insure **you** for **your** loss of income, including where caused by damage to **your** reputation, and any **increased costs of working**, resulting solely and directly from an interruption to **your business** commencing during the **period of insurance** and lasting longer than the **time excess**, due to:

  - the activities of a third-party who specifically targets **you** alone by maliciously blocking electronically the access to **your computer system, programmes** or data **you** hold electronically; or
  - a **hacker** who specifically targets **you** alone.

## Cyber and Data

### 3. Hacker damage

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date**, **you** discover a **loss** caused by a **hacker**:

- a. damaging, destroying, altering, corrupting, or misusing **your computer system, programmes** or data **you** hold electronically, or any **programmes** or data for which **you** are responsible; or
- b. copying or stealing any **programme** or data **you** hold electronically or for which **you** are responsible;

**we** will pay all the reasonable and necessary expenses incurred with **our** prior written consent in replacing or repairing **your computer system, programmes** or data **you** hold electronically to the same standard and with the same contents before it was damaged, destroyed, altered, corrupted, copied, stolen or misused.

### 4. Cyber extortion

If during the **period of insurance**, and in the course of **your business** or **advertising**, **you** receive an **illegal threat**, **we** will pay the cost of any ransom demand from the third-party or, if the demand is for goods or services, their market value at the time of the surrender, provided that you can demonstrate to **us** that:

- a. the ransom was paid, or the goods or services were surrendered, under duress;
- b. before agreeing to the payment of the ransom or the surrender of goods or services, **you** made all reasonable efforts to determine that the **illegal threat** was genuine and not a hoax; and
- c. an individual within the definition of **you** agreed to the payment of the ransom or the surrender of the goods or services.

**We** will also pay:

1. the fees of our appointed consultant, incurred by **you** with **our** prior written consent, for advising **you** on the handling and negotiation of the ransom demand; and
2. the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.

### Claims against you

#### 5. Privacy protection

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

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

## Cyber and Data

**we** will pay:

1. the amount agreed by **you** and **us** through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a **claim** or the amount to satisfy a judgment or arbitration award against **you**;
2. any **regulatory award**;
3. **PCI charges**; and
4. **privacy forensic costs, privacy investigation costs** and **defence costs**.

### 6. Media liability

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date** within the **geographical limits**, any party brings a **claim** against **you** for any actual or alleged:

- a. infringement of any intellectual property rights;
- b. defamation, including libel, slander, trade libel, product disparagement or malicious falsehood; or
- c. negligent transmission of a **virus**;

which directly arises from the content of **your** email, intranet, extranet or website, including alterations or additions made by a **hacker**, **we** will indemnify **you** against the amount agreed by **you** and **us** through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a **claim** or the amount to satisfy a judgment or arbitration award against **you**, including any judgment or award ordering **you** to pay claimants' lawyers' fees and costs.

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

### What is not covered

- |                              |  |
|------------------------------|--|
| A.                           | <b>We</b> will not make any payment for any <b>claim</b> or part of a <b>claim</b> (including <b>defence costs</b> ) or any <b>loss, breach, privacy investigation, illegal threat</b> or interruption directly or indirectly due to:  |
| Breach of professional duty  | 1. any <b>claim</b> under <b>What is covered, Claims against you</b> , Privacy protection made by any individual or entity to whom or which <b>you</b> have provided professional advice or services.  |
| Failure by service providers | 2. any failure or interruption of service provided by an internet service provider, telecommunications provider, <b>cloud provider</b> but not including the hosting of hardware and software that you own, or other utility provider.<br><br>This exclusion does not apply: <ol style="list-style-type: none"> <li>a. where <b>you</b> provide such services as part of <b>your business</b>;</li> <li>b. to <b>What is covered, Your own losses</b>, Breach costs, Breach by suppliers.</li> </ol> |
| Intellectual property        | 3. any actual or alleged loss, theft or infringement of intellectual property. However, this does not apply to any claim under <b>What is covered, Claims against you</b> , Media liability.   |
| Patent or trade secret       | 4. any actual or alleged infringement, use, misappropriation or disclosure of a patent or trade secret.  |
| Hack by director or partner  | 5. any individual <b>hacker</b> within the definition of <b>you</b> .  |

## Cyber and Data

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| Destruction of tangible property | 6. any loss, theft, damage, destruction or loss of use of any tangible property. However, this exclusion does not apply to data.  |
| Bodily injury                    | 7. any death or bodily injury or disease suffered or alleged to be suffered by anyone. However, this exclusion does not apply to any portion of a <b>claim</b> seeking damages for mental anguish or distress where such damages solely stem from a covered <b>claim</b> for defamation or breach of privacy.   |
| Seizure and confiscation         | 8. any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority, or any order by such authority to take down, deactivate or block access to <b>your computer system</b> .   |
| War, terrorism and nuclear risks | 9. <b>war, terrorism or nuclear risks</b> .   |
| Defamatory statements            | 10. any statement <b>you</b> knew, or ought reasonably to have known, was defamatory at the time of publication.  |
| Insolvency                       | 11. <b>your</b> insolvency or the insolvency of <b>your</b> suppliers or sub-contractors.   |
| Pre-existing problems            | 12. any matter that prior to the first date of the <b>period of insurance you</b> knew or reasonably ought to have known would be likely to lead to a <b>claim, loss, breach, privacy investigation, illegal threat</b> or interruption.  |
| Dishonest and criminal acts      | 13. any fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business, or any knowing or wilful violation of a law, whether committed by <b>you</b> or committed by another whose conduct or violation of the law <b>you</b> have ratified or actively condoned or any act <b>you</b> knew, or reasonably ought to have known at the time <b>you</b> performed it, would give rise to a <b>claim, loss, breach, privacy investigation, illegal threat</b> or interruption to <b>your business</b> . |

However, this exclusion will not apply unless:

- a. such conduct, wilful violation of the law or act has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding; or
- b. such conduct, wilful violation of the law or act has been established by your admission in a proceeding or otherwise; or
- c. **you** or **we** discover evidence of such conduct, wilful violation of the law or act;

at which time **you** shall reimburse us for all payments made by us in connection with such conduct, wilful violation of the law or act and all of **our** duties in respect of that entire **claim, loss, breach, privacy investigation, illegal threat** or interruption shall cease.

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| Reckless conduct | 14. any conduct committed by <b>you</b> in reckless disregard of another person's or business' rights, but not in respect of a covered <b>claim</b> for defamation. |
|------------------|---|

B. **We** will not make any payment for:

- |                                   |   |
|-----------------------------------|---|
| Claims brought by a related party | 1. any <b>claim</b> brought by any person or entity within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b> , including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest. |
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However, this does not apply to a **claim** based on a liability to an independent third-party directly arising out of **your business**.

## Cyber and Data

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| Media liability claims by employees  | 2. any <b>claim</b> under <b>What is covered, Claims against you</b> , Media liability made by any person or entity that <b>you</b> currently employ or formerly employed, including but not limited to <b>employees</b> , freelancers, and independent contractors.   |
| Fines, penalties and sanctions       | 3. criminal, civil or regulatory sanctions, fines, penalties, disgorgement of profits, punitive damages, exemplary damages, treble damages or multiple damages which <b>you</b> are legally obliged to pay, including but not limited to those imposed by any national or local governmental body or any licensing organisation.<br><br>However, this does not apply to: <ol style="list-style-type: none"> <li>a. <b>PCI charges</b>; or</li> <li>b. <b>regulatory awards</b> if insurable in the jurisdiction where such award was first ordered.</li> </ol> |
| Claims outside the applicable courts | 4. any <b>claim</b> brought outside the <b>applicable courts</b> .<br><br>This applies to proceedings in the <b>applicable courts</b> to enforce, or which are based on, a judgment or award from outside the <b>applicable courts</b> .   |
| Credit monitoring costs              | 5. <b>credit monitoring costs unless</b> : <ol style="list-style-type: none"> <li>a. arising from a <b>breach</b> of a <b>data subject's</b> National Insurance number, driver's licence number or other government issued identification number that can be used, in combination with other information, to open a new financial account; or</li> <li>b. you are required by any law or regulation to provide credit monitoring or credit protection services.</li> </ol>   |
| Non-specific privacy investigations  | 6. any <b>privacy investigation</b> arising from any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of your industry which is not solely related to an alleged breach of privacy by <b>you</b> .  |

### How much we will pay

**We** will pay up to the overall limit of indemnity shown in the schedule for the total of all **claims, losses, breaches, privacy investigations, illegal threats** and interruptions, including all **defence costs, privacy forensic costs, privacy investigation costs** and **credit monitoring costs**, unless limited below or otherwise in the schedule. **You** must pay the relevant excess shown in the schedule.

In the event of more than one **claim, loss, breach, privacy investigation, illegal threat** or interruption arising from the same original cause or a single source, **you** will only be liable to pay one excess, being the highest applicable **excess** shown on the schedule.

Any amounts to be paid by **us** shall not include or be calculated based on any of **your** overhead expenses, **your** liability for debt, taxes, lost costs or profits, salaries or wages ordinarily incurred in the performance of **your business**, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving your security or performing audits.

## Cyber and Data

Cyber business interruption	<p>Following a covered interruption, <b>we</b> will pay the difference between <b>your</b> actual income during the <b>indemnity period</b> and the <b>income</b> it is estimated <b>you</b> would have earned during that period or, if this is <b>your</b> first trading year, the difference between <b>your income</b> during the <b>indemnity period</b> and during the period immediately prior to the interruption, less any savings resulting from the reduced costs and expenses <b>you</b> pay out of <b>your income</b> during the <b>indemnity period</b>. <b>We</b> will also pay for <b>increased costs of working</b>.</p> <p><b>You</b> must bear the <b>time excess</b> in respect of each covered interruption.</p>
Special limits	
Regulatory awards	<p>The most <b>we</b> will pay for the total of all <b>regulatory awards</b> is the amount shown in the schedule. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.</p>
PCI charges	<p>The most <b>we</b> will pay for the total of all <b>PCI charges</b> is the amount shown in the schedule. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.</p>

## Control of defence

Defence arrangements	<p><b>We</b> have the right, but not the obligation, to take control of and conduct in <b>your</b> name, the investigation, settlement or defence of any <b>claim</b> or <b>privacy investigation</b>. If <b>we</b> think it necessary we will appoint an adjuster, solicitor or any other appropriate person to deal with the <b>claim</b> or <b>privacy investigation</b>. 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.</p> <p><b>We</b> will not pay any <b>defence costs, privacy investigation costs, privacy forensic costs</b> or <b>credit monitoring costs</b> for any part of any <b>claim</b> or <b>privacy investigation</b> not covered by this section.</p>
Paying out the limit of indemnity	<p>At any stage of a <b>claim, loss, breach, privacy investigation, illegal threat</b> or interruption, we 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, privacy forensic costs, privacy investigation costs</b> and <b>credit monitoring costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for that <b>claim, loss, breach, privacy investigation, illegal threat</b> or interruption, including any <b>defence costs, privacy forensic costs, privacy investigation costs</b> or <b>credit monitoring costs</b>.</p>

## Your obligations

If a problem arises	<p><b>We</b> will not make any payment under this section:</p> <ol style="list-style-type: none"> <li>1. unless <b>you</b> notify <b>us</b> promptly within the <b>period of insurance</b>, or at the latest within 14 days after it expires for any problem <b>you</b> first become aware of in the seven days before expiry, of <b>your</b> first awareness of: <ol style="list-style-type: none"> <li>a. any <b>claim, loss, breach, privacy investigation, illegal threat</b> or interruption; or</li> <li>b. anything which is likely to give rise to a <b>claim, loss, breach, privacy investigation, illegal threat</b> or interruption.</li> </ol> </li> </ol> <p>If <b>we</b> accept <b>your</b> notification <b>we</b> will regard any subsequent <b>claim, loss, breach, privacy investigation</b> or interruption as notified to this insurance.</p>
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## Cyber and Data

2. unless **you**:
  - a. inform, or allow **us** to inform, the appropriate law enforcement authorities where any **illegal threat** was made; and
  - b. keep **us** fully informed of all developments concerning any **illegal threat** or ransom demand
3. if, when dealing with any client or third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have our prior written agreement.
4. if **you** fail to ensure that **our** rights of recovery against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts.

# **Directors and Officers' Liability**

## **Policy Wording**

## Directors and Officers' Liability Policy Wording

The following section only applies cover if Directors and Officers is shown in your policy schedule.

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

### Special definitions for this section

Bail costs	Costs incurred with <b>our</b> prior written agreement to pay for a bond or other financial instrument to guarantee an <b>insured person's</b> bail or equivalent in any other jurisdiction.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an <b>insured person</b> during the <b>period of insurance</b> seeking monetary damages or other legal relief or penalty alleging a <b>wrongful act</b> .  Any <b>extradition proceeding</b> made against an insured person during the <b>period of insurance</b> .
Defence costs	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend any claim made against an <b>insured person</b> or to fund an appeal, including any premium paid for an appeal bond or similar bond obtained in relation to it, arising from any judgment, decision or award in relation to any <b>claim</b> .
Employee	<ol style="list-style-type: none"> <li>1. Any person under a contract of service with <b>you</b>.</li> <li>2. Any independent person seconded to <b>you</b>.</li> <li>3. Any applicant or candidate for employment with <b>you</b>.</li> </ol>
Employment claim	Any <b>claim</b> by any <b>employee</b> for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy arising solely as a result of the employment or non-employment by <b>you</b> of any current, former or prospective <b>employee</b> .
Extradition proceeding	Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals.
Health and safety/ manslaughter claim	Any <b>claim</b> against any <b>insured person</b> alleging involuntary, constructive or gross negligence manslaughter or any <b>claim</b> under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction.
Insured person	<ol style="list-style-type: none"> <li>1. Any natural person who was, is, or during the <b>period of insurance</b> becomes a director, partner, member or officer of <b>you</b>.</li> <li>2. Any de facto director of <b>you</b> whilst acting in such capacity for <b>you</b>.</li> <li>3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.</li> <li>4. Any <b>employee</b> of <b>you</b>.</li> <li>5. The lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a <b>claim</b> against that person.</li> </ol>

## Directors and Officers' Liability

	6. The estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a <b>claim</b> against that person.
Investigation	<p>An official examination, official enquiry or official investigation into <b>your</b> business activities conducted by any regulator, government department or other body legally empowered.</p> <p>Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of <b>your</b> industry which is not solely related to <b>your</b> or any <b>insured person's</b> conduct.</p>
Legal representation costs	Reasonable and necessary legal costs, fees, charges and expenses for which any <b>insured person</b> is legally liable, incurred with <b>our</b> prior written consent (not including remuneration of any <b>insured person</b> or other additional costs of <b>you</b> ) for legal representation directly in relation to an <b>investigation</b> .
Loss	<p>In respect of a <b>claim</b> the amount any <b>insured person</b> becomes legally liable to pay for <b>defence costs, legal representation costs</b>, awards of damages including punitive and exemplary damages where legally permissible, awards of costs including claimants legal costs and expenses and settlements with <b>our</b> prior written agreement.</p> <p>Loss does not include any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits, punitive and exemplary damages in relation to an <b>employment claim</b> or the multiplied portion of any damages award unless awarded for defamation.</p>
Outside entity	<p>Any organisation other than <b>you</b>:</p> <ol style="list-style-type: none"> <li>1. that is tax exempt and not for profit; or</li> <li>2. in which <b>you</b> hold any issued share</li> </ol> <p>other than:</p> <ol style="list-style-type: none"> <li>a. any company registered outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland; or</li> <li>b. any company traded on any recognised stock exchange; or</li> <li>c. any bank, investment company, investment advisor or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage, insurer or similar organisation.</li> </ol>
Pollutant	Any contaminant, irritant or other substance including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).
Pollution	Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any <b>pollutant</b> or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any <b>pollutant</b> .
Prior and pending litigation date	The date stated as the prior and pending litigation date in the schedule.
Securities	Any debt or equity interest in <b>you</b> .

## Directors and Officers' Liability

Subsidiary	<p>Any entity in which <b>you</b>:</p> <ol style="list-style-type: none"> <li>1. own directly or through one or more of <b>your</b> subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or</li> <li>2. control a majority of its voting rights under a written agreement with other shareholders or members.</li> </ol> <p>If an entity ceases to be a <b>subsidiary</b> during the <b>period of insurance</b>, cover will continue but only for a <b>claim</b> against <b>you</b> or an <b>insured person</b> arising from a <b>wrongful act</b> committed before it ceased to be a <b>subsidiary</b>.</p>
Wrongful act	<p>Any actual or alleged act, error or omission committed or attempted by an <b>insured person</b> arising from the performance of the <b>insured person's</b> duties solely in their capacity as <b>your</b> director, officer or <b>employee</b> including:</p> <ol style="list-style-type: none"> <li>1. breach of any duty, including fiduciary or statutory duty.</li> <li>2. breach of trust.</li> <li>3. negligence, negligent misstatement, misleading statement or negligent misrepresentation.</li> <li>4. defamation.</li> <li>5. wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation).</li> <li>6. breach of warranty of authority.</li> <li>7. any other act, error or omission attempted or allegedly committed or attempted by an <b>insured person</b> solely because of their status as a director, officer or <b>employee</b> of <b>you</b>.</li> </ol>
You/your	<p>Also includes a <b>subsidiary</b>, and any subsidiary created or acquired during the <b>period of insurance</b> provided that the newly created or acquired <b>subsidiary</b>:</p> <ol style="list-style-type: none"> <li>1. is not domiciled in the United States of America; or</li> <li>2. does not trade any of its <b>securities</b> on any United States of America exchange;</li> </ol> <p>but only for a <b>claim</b> against an <b>insured person</b> arising from a <b>wrongful act</b> committed after the date of creation or acquisition of such <b>subsidiary</b>.</p> <p>If <b>you</b> require cover for any newly created or acquired <b>subsidiaries</b> which do not fall within the above parameters, <b>we</b> will consider providing cover subject to <b>you</b> providing all appropriate information. <b>We</b> shall be entitled to amend the terms and conditions of this section during the <b>period of insurance</b> and may charge a reasonable additional premium.</p>

### What is covered

Claims against an insured person	<p><b>We</b> will pay on behalf of any <b>insured person</b> the loss arising from a <b>claim</b> against any <b>insured person</b> for any <b>wrongful act</b> within the <b>geographical limits</b>.</p>
Company reimbursement	<p><b>We</b> will pay on <b>your</b> behalf the <b>loss</b> which <b>you</b> are legally obliged or permitted to pay on behalf of an <b>insured person</b> arising from a <b>claim</b> against an <b>insured person</b> for a <b>wrongful act</b> within the <b>geographical limits</b>. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.</p> <p>If <b>you</b> are permitted or obliged to provide such payment but fail to do so for any reason other than <b>your</b> insolvency, <b>we</b> will pay the amount of the <b>claim</b> less the relevant <b>excess</b> regardless of whether <b>you</b> advanced payment or indemnified an <b>insured person</b> for such <b>loss</b>.</p>

## Directors and Officers' Liability

Health and safety/ manslaughter	<b>We</b> will pay on <b>your</b> behalf <b>loss</b> which <b>you</b> are legally obliged or permitted to pay on behalf of an <b>insured person</b> arising from a <b>health and safety/ manslaughter claim</b> , including any equivalent legislation in any other jurisdiction, against an <b>insured person</b> for a <b>wrongful act</b> within the <b>geographical limits</b> . You must pay the relevant <b>excess</b> shown in the schedule.
Extradition proceedings	<b>We</b> will pay on <b>your</b> behalf the <b>loss</b> arising from any <b>extradition proceeding</b> against any <b>insured person</b> during the <b>period of insurance</b> .
Employment	<b>We</b> will pay on behalf of any <b>insured person</b> the <b>loss</b> arising from an <b>employment claim</b> during the <b>period of insurance</b> brought by a current, former or potential <b>employee</b> of <b>yours</b> .  This cover does not apply if the <b>insured person</b> is covered under the <b>Management liability – employment practices liability</b> section of this policy.
Outside entity	<b>We</b> will also indemnify the <b>insured person</b> against the sums that person has to pay as <b>loss</b> for a <b>claim</b> arising directly from any <b>wrongful act</b> the <b>insured person</b> commits in their capacity as a director or officer of an <b>outside entity</b> , provided that the <b>insured person</b> acts in that capacity at <b>your</b> specific written request and the <b>claim</b> does not arise from a <b>wrongful act</b> committed after the <b>insured person</b> ceased to act in this capacity. However, <b>we</b> will only pay in excess of any indemnity provided by the <b>outside entity</b> to its directors or officers and any other insurance available to its directors and officers.
Pension or employee benefit schemes	<b>We</b> will pay on behalf of any insured person the loss in respect of a <b>claim</b> arising from an <b>insured person's</b> operation or administration of any pension or employee benefit scheme or trust fund of <b>yours</b> .
Pollution	<b>We</b> will pay on behalf of any <b>insured person</b> the <b>loss</b> in respect of a <b>claim</b> arising from <b>pollution</b> .
Representation costs	1. <b>We</b> will pay on behalf of any <b>insured person</b> the <b>legal representation costs</b> arising from an <b>investigation</b> first notified as being required during the <b>period of insurance</b> . 2. <b>We</b> will pay on <b>your</b> behalf the <b>legal representation costs</b> arising from an <b>investigation</b> against an <b>insured person</b> which <b>you</b> are legally obliged or permitted to pay on behalf of the <b>insured person</b> first notified as being required during the <b>period of insurance</b> .
Bail costs	<b>We</b> will pay on behalf of any <b>insured person</b> <b>bail</b> costs arising from a <b>claim</b> against an <b>insured person</b> for a <b>wrongful act</b> within the <b>geographical limits</b> .
Additional cover	
Additional defence costs	In the event that the limit of indemnity for this section is exhausted <b>we</b> will pay for additional <b>defence costs</b> up to the amount stated in the schedule, provided that the <b>insured person</b> has previously not been the subject of a <b>claim</b> for a <b>wrongful act</b> or series of <b>wrongful acts</b> that led to the exhaustion of the limit of indemnity for this section.

This additional cover applies to the payment of **defence costs** only.

### What is not covered

Deliberate or dishonest acts	<b>We</b> will not make any payment for any <b>claim, loss or investigation</b> : 1. based upon, attributable to or arising out of: a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any <b>insured person</b> ; b. an act intended to secure or which does secure a personal profit or advantage to which any <b>insured person</b> was not legally entitled;
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## Directors and Officers' Liability

- c. an act intended to secure or which does secure a profit for any other company where an **insured person** is a director, officer or employee of such company.
- This exclusion will only apply after a judgment or other final adjudication or an admission by an **insured person** that such act did occur. **We** may request that an opinion be obtained from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur. This exclusion shall apply if counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur. Such opinion will be binding on us and the **insured person**. The costs of such opinion shall be met by **us**.
- |   |   |
|---|---|
| Prior claims, investigations and circumstances                    | 2. based upon, attributable to or arising out of any <b>claim, investigation, or loss</b> , or anything likely to lead to a <b>claim, investigation, or loss</b> , which <b>you</b> knew or ought reasonably to have known about before <b>we</b> agreed to insure <b>you</b> , or that has been reported under any policy existing or expired, prior to the start of the <b>period of insurance</b> .  |
| Prior litigation  | 3. based upon, attributable to or arising out of any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving an <b>insured person, you</b> or an <b>outside entity</b> initiated prior to the <b>prior and pending litigation date</b> .  |
| Defined benefit pension schemes                                   | 4. based upon, attributable to or arising out of an <b>insured person's</b> operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.  |
| RICO/SEC/ERISA  | 5. based upon, attributable to or arising out of the following legislation in the United States of America: <ul style="list-style-type: none"> <li>a. any breach of the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments to this Act or any rules or regulations made under it;</li> <li>b. any breach of the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction arising out of, involving or relating to the sale of securities;</li> <li>c. any breach of the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.</li> </ul> |
| Matters insurable elsewhere                                       | 6. for mental or emotional distress (except an <b>employment claim</b> ), sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property. <p>This exclusion shall not apply to any <b>health and safety/manslaughter claim</b>.</p>   |
| Claims brought by a related party in the United States of America | 7. based upon, attributable to or arising out of the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.<br>8. based upon, attributable to or arising out of any <b>claim</b> brought or maintained by <b>you</b> , an <b>outside entity</b> or an <b>insured person</b> within or subject to the laws of the United States of America, however this exclusion will not apply to: <ul style="list-style-type: none"> <li>a. <b>defence costs</b>;</li> <li>b. any shareholder derivative proceedings in your name without <b>your</b> or any <b>insured person's</b> solicitation, assistance or participation;</li> </ul>   |

## Directors and Officers' Liability

- c. any **claim** brought by your liquidator, receiver or administrative receiver or similar body;
  - d. any **employment claim**;
  - e. any **claim** made by a past **insured person** of **you**;
  - f. any **claim** seeking a contribution or indemnity if such **claim** is otherwise covered by this section.
- Breach of professional duty 9. based upon, attributable to or arising out of any **claim** relating to a breach of or failure to provide professional duties or services.
- This exclusion will not apply to a **claim** by any of your shareholders including any shareholder derivative proceedings in **your** name without **your** or any **insured person's** voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.
- Shareholders 10. brought by or on behalf of any company owning 15% or more of your issued share capital.
- Takeovers and mergers 11. based upon, attributable to or arising out of any **claim** for a **wrongful act** committed by an **insured person** after **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital.
- In the event of a **subsidiary** ceasing during the **period of insurance** to be a **subsidiary** cover under this section shall be amended to apply solely to loss arising out of any **claim** for a **wrongful act** committed by an **insured person** prior to the effective date of sale or dissolution.
- Share offerings 12. based upon, attributable to or arising out of any **claim** for a **wrongful act** committed by an **insured person** in relation to any actual public offering of **your** share capital unless **we** have given **our** prior written agreement and **you** have paid any additional premium and accepted any amendments **we** may require to the terms and conditions of this section.
- Financial advantage 13. based upon, attributable to or arising out of the gaining of any financial advantage to which the **insured person** was not entitled, including the repayment of any wrongfully received monies.
- Claims outside the applicable courts 14. based upon, attributable to or arising out of any **claim** or **investigation** brought outside the courts set out in the schedule under applicable courts.

## Special conditions

- General terms **Our** rights set in general conditions 2 and 4 apply only to any **insured person** who had, or ought to have had, knowledge of your failure to comply with the obligations set out in General conditions 1 and 3.
- General condition 6. Premium payment, applies only to **you**.
- General condition 7. Cancellation shall only apply to this section at the end of the **period of insurance** or the **anniversary date**.
- You** agree to act on behalf of all the **insured persons** as regards paying the premium and giving or receiving notice of all matters relevant to this section.
- Information provided by an insured person All information which any **insured person** provided before **we** agreed to insure **you** will be considered as a separate application for each **insured person** and as such the knowledge of or any statement made by an **insured person** will not be imputed to any other **insured person** for the purposes of determining whether cover is available for any claim against such other **insured person**.

## Directors and Officers' Liability

Extended notification period	<p>If <b>we</b> or <b>you</b> cancel this section of the <b>policy</b> for any reason other than non-payment of premium, administration, liquidation or insolvency, <b>you</b> or any <b>insured person</b> may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium.</p> <p>If you do so, the first paragraph of item 1 under <b>Your obligations</b> in this section will then be amended to:</p> <p><b>We</b> will not make any payment under this section unless <b>you</b> notify us promptly of the following within the <b>period of insurance</b> or at the latest within 12 months after it expires:</p> <p>This extended notification period is only available if:</p> <ol style="list-style-type: none"> <li>1. <b>we</b> receive written notice of purchase from <b>you</b> or an <b>insured person</b> and the premium within 30 days following the end of the <b>period of insurance</b>; and</li> <li>2. this section of the <b>policy</b> is not replaced or succeeded by any other policy providing directors and officers liability cover; and</li> <li>3. at the end of the <b>period of insurance</b>, <b>you</b> have not merged or consolidated with another company, nor has any party acquired 50% or more of your issued share capital.</li> </ol> <p>If <b>we</b> offer renewal terms, conditions, limits of liability or premium different from those of the expiring policy, this does not constitute a refusal to renew.</p> <p>The entire premium for this section is considered fully earned at the beginning of the extended notification period. <b>We</b> will not refund any premium if <b>you</b> or any <b>insured person</b> cancels the extended notification period before it ends.</p> <p>The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.</p> <p><b>You</b> or any <b>insured person</b> will not have the right to purchase an extended notification period if:</p> <ol style="list-style-type: none"> <li>1. <b>you</b> merge or consolidate with another company or any party acquires more than 50% of <b>your</b> issued share capital; or</li> <li>2. if cover under this section is continued solely as a result of the former directors special condition; or</li> <li>3. if this section or the <b>policy</b> is cancelled.</li> </ol>
Takeovers and mergers extended notification period	<p>In the event that <b>you</b> merge or consolidate with another company, or any party acquires more than 50% of <b>your</b> issued share capital, during the <b>period of insurance</b> <b>you</b> may on payment of an additional premium of 200% of the annual section premium request that this section continue in force for a period of 72 months from the expiry date of the current <b>period of insurance</b>, provided that such extension shall only apply to <b>claims</b> arising from any wrongful act committed or alleged prior to the date of such takeover or merger.</p> <p>The extended notification period and former directors special conditions shall not apply to any such extension.</p>
Management buy-outs	<p>If during the <b>period of insurance</b> the existing management conduct a management buy-out, <b>we</b> agree to provide cover to the same level and terms of this <b>policy</b> for the new company for a period of 30 days from the buy-out date for any <b>wrongful act</b> committed by any individual <b>insured person</b> subsequent to the buy-out.</p> <p>This cover will only apply excess of any other insurance and indemnification available from any other source.</p>

## Directors and Officers' Liability

### Former directors

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

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

### How much we will pay

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

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

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

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

### Paying out the limit of indemnity

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

## Your obligations

### Notification

1. **We** will not make any payment under this section:
  - a. unless **you** or an **insured person** notifies **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** or an **insured person** become aware of within the seven days before expiry:
    - i. the **insured person's** first awareness of any **wrongful act**;
    - ii. any **claim** or anything likely to lead to a **claim** against an **insured person** or the **insured person's** lawful spouse, civil or unmarried partner;
    - iii. any **investigation** or anything likely to lead to an **investigation** into you or an **insured person**;
    - iv. the threat or commencement of any disqualification proceedings against any **insured person**;
    - v. the threat or commencement of proceedings against any **insured person** for pollution;
  - b. to any **insured person** who, prior to the **period of insurance**, had knowledge of a material misstatement in or omission from the information provided to us upon which **we** agreed to insure **you**.

## Directors and Officers' Liability

- when dealing with a third-party, **you** or the **insured person** must not admit that **you** or the **insured person** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement. If **you** or an **insured person** does, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result.

### Control of defence and payment of a claim

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

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

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

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

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

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

## Commercial 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 law firm 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. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

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 are usually handled by a representative appointed by **DAS**, but sometimes **DAS** deal with claims themselves.

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:

## Commercial Legal Protection

- a. the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- b. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- c. in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

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.



### Hamilton Fraser Cosmetic Insurance

Premiere House,  
1st Floor, Elstree Way,  
Borehamwood, WD6 1JH

T: 0800 63 43 881

F: 0345 310 6301

E: [info@hamiltonfraser.co.uk](mailto:info@hamiltonfraser.co.uk)

[www.hamiltonfraser.co.uk/cosmetic-insurance](http://www.hamiltonfraser.co.uk/cosmetic-insurance)

Hamilton Fraser Cosmetic Insurance is a trading name of HFIS plc.  
HFIS plc. is authorised and regulated by the Financial Conduct Authority.

Registered Office:  
Lumiere House, Suite 1 - 3, 1st Floor, Elstree Way, Borehamwood, WD6 1JH  
Registered in England:



### Hiscox Insurance Company Ltd

1 Great St Helen's,  
London, EC3A 6HX

T: +44 (0)20 7448 6000

F: +44(0)20 7448 6900

E: [enquiry@hiscox.com](mailto:enquiry@hiscox.com)

[www.hiscoxgroup.com](http://www.hiscoxgroup.com)

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and regulated by the Financial Conduct Authority and Prudential.

Regulation Authority.  
Hiscox Underwriting Ltd is authorised and regulated by the Financial Conduct  
Authority.

Registered Office:  
1 Great St. Helen's, London, EC3A 6HX