

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

---

**Special definitions  
for this section**

<b>Bodily injury</b>	Death or any bodily or mental injury or disease of any person.
<b>Computer system</b>	Any computer network, hardware, software or information technology and communications system, including any email, intranet, extranet, website or data held electronically.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Drone</b>	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
<b>Employee</b>	Any person working for <b>you</b> in connection with <b>your</b> business who is: a. employed by <b>you</b> under a contract of service or apprenticeship; b. hired or borrowed by <b>you</b> ; c. self-employed or working on a labour-only basis; d. engaged by labour-only sub-contractors; e. a labour master or person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper.
<b>Medical treatment</b>	The provision of, or failure to provide, any: a. medical or veterinary diagnosis or prescription; or b. medical or veterinary treatment, including any nursing, care, habilitation and rehabilitation which is carried out under medical or veterinary supervision.
<b>Misuse of a computer system</b>	Any unauthorised or malicious act, or threat of any unauthorised or malicious act, involving the use or operation or processing of or access to any <b>computer system</b> .
<b>Personal injury</b>	False arrest, detention, or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation. This does not include <b>drones</b> .
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> 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 <b>employee</b> of <b>yours</b> when they are acting in connection with their employment or engagement by <b>you</b>.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners or any <b>employee</b> 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 where such liability:</p> <ol style="list-style-type: none"><li>arises out of:<ol style="list-style-type: none"><li>any loss of a third-party's key or electronic pass card;</li><li>any failure to secure a third-party's premises;</li><li>the ownership or occupation of land or buildings;</li><li>any physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive; or</li></ol></li><li>is covered by any other insurance.</li></ol>
Indemnity to principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against any party with whom <b>you</b> have entered into a contract or agreement in connection with <b>your business</b> and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if it had been made against <b>you</b> and make the same payment to such party that <b>we</b> would have made to <b>you</b>, provided that they:</p> <ol style="list-style-type: none"><li>accept that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li><li>have not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it; and</li><li>give <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li></ol>
Cross liabilities	<p>If more than one insured is named in the schedule, <b>we</b> will deal with any claim as though a separate policy had been issued to each of them provided that <b>our</b> liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.</p>
Criminal proceedings costs	<p>If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> or any of <b>your</b> partners, director or <b>employees</b> during the <b>period of insurance</b> for any breach of any health and safety statute or regulation, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against such party. This includes proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007, the Food Safety Act 1990 and the Consumer Protection Act 1987 or any similar or successor legislation.</p>
Loss of third-party keys	<p>If, during the <b>period of insurance</b> and as a result of <b>your business</b>, <b>you</b> lose any key or electronic pass card belonging to a third-party for which <b>you</b> are legally responsible, and that party brings a claim against <b>you</b>, <b>we</b> will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards. This includes a claim against any <b>employee</b> of <b>yours</b> when they are acting in connection with their employment or engagement by <b>you</b>.</p>
Failure to secure third-party premises	<p>If, during the <b>period of insurance</b>, <b>you</b> fail to secure the premises of a third-party where <b>you</b> have been carrying out <b>your business</b>, and that party brings a claim against <b>you</b>, <b>we</b> will pay the sums <b>you</b> have to pay as compensation to such third-party, provided that <b>you</b> have taken reasonable steps to secure the premises as required by that third-party. This includes a claim against any <b>employee</b> of <b>yours</b> when they are acting in connection with their employment or engagement by <b>you</b>.</p>

Unauthorised use of third-party telephones by your employees	If, during the <b>period of insurance</b> and as a result of <b>your business</b> , any of <b>your employees</b> uses a third-party's telephone system without authority, including any mobile or internet-based telephone network, and that party brings a claim against <b>you</b> , <b>we</b> will pay the sums <b>you</b> have to pay as compensation to such third-party, provided that <b>we</b> are notified within three months of the unauthorised use.
Defective Premises Act	<p>If, during the <b>period of insurance</b>, <b>you</b> dispose of any premises in connection with <b>your business</b> and any party brings a claim against <b>you</b> under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975 or any similar or successor legislation, <b>we</b> will pay for the sums <b>you</b> have to pay as compensation. <b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p> <p><b>We</b> will not in any event make any payment for any:</p> <ol style="list-style-type: none"><li>liability where <b>you</b> are entitled to cover under any other insurance;</li><li>costs of remedying any actual or alleged defect, which if not remedied may result in a claim.</li></ol>
Data Protection Act	<b>We</b> will indemnify <b>you</b> against <b>your</b> liability under Section 13 of the Data Protection Act 1998 in connection with personal data held by <b>you</b> , arising as a result of <b>your business</b> during the <b>period of insurance</b> , but <b>we</b> will not make any payment for any claim for the cost of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data.
Motor contingent liability	<p>If any party brings a claim against <b>you</b> for <b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b> and arising from any mechanically propelled vehicle or its trailer being used in connection with <b>your business</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><b>We</b> will not make a payment for any motor contingent liability claim:</p> <ol style="list-style-type: none"><li>arising from any mechanically propelled vehicle or its trailer which is:<ol style="list-style-type: none"><li>owned by <b>you</b>;</li><li>loaned, leased hired or rented to <b>you</b>;</li><li>provided by <b>you</b>;</li><li>being driven by <b>you</b>.</li></ol></li><li>for <b>property damage</b> to the mechanically propelled vehicle or its trailer or to any goods carried in or on the mechanically propelled vehicle or its trailer.</li><li>arising from the mechanically propelled vehicle being driven by <b>you</b> when <b>you</b> do not hold a licence to drive the vehicle.</li></ol>
Personal representatives	In the event of the death of any of <b>your</b> partners, directors or <b>employees</b> , <b>we</b> will indemnify the personal representatives of the deceased person against any claim, which falls within the scope of <b>What is covered</b> , in the same manner and to the same extent as <b>we</b> would have indemnified the deceased person, provided that the personal representatives observe, fulfil and adhere to the terms and conditions of this <b>policy</b> where they could reasonably be expected to do so.
First aid	<p>If, as a result of <b>your business</b>, any party 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 the actions of any <b>employee</b> administering first aid, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation. The amount <b>we</b> will pay will include <b>defence costs</b>.</p> <p><b>We</b> will not make any payment where anyone supplied to a client by <b>you</b> under contract who administers first aid is a medical practitioner.</p>
<b>Additional cover</b>	
Representation costs	<b>We</b> will pay legal fees incurred with <b>our</b> consent to represent <b>you</b> at any coroner's inquest or fatal accident enquiry in respect of any death directly relating to any actual or potential claim under this section.
Court attendance compensation	If any of <b>your</b> partners, directors or <b>employees</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day that their attendance is required by <b>our</b> solicitor.

## What is not covered

Property for which you are responsible	<p>A. We 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 <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to:             <ol style="list-style-type: none"> <li>a. <b>employees'</b> or visitors' vehicles or effects while on <b>your</b> premises;</li> <li>b. premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your business</b>;</li> <li>c. premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement;</li> <li>d. loss of a third-party's keys or electronic pass cards.</li> </ol> </li> <li>2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, <b>drone</b>, hovercraft, 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 style="margin-left: 20px;">This does not apply to:</p> <ol style="list-style-type: none"> <li>a. any <b>tool of trade</b>;</li> <li>b. the unauthorised movement by <b>you</b> or on <b>your</b> behalf on <b>your</b> premises of any mechanically propelled vehicles and their trailers;</li> <li>c. the loading or unloading of any vehicle off the highway;</li> <li>d. maintenance undertaken by persons supplied to a client by <b>you</b> under a contract;</li> <li>e. any claim covered under <b>What is covered</b>, Motor contingent liability.</li> </ol> </li> </ol>
Injury to employees	<ol style="list-style-type: none"> <li>3. <b>bodily injury</b> to any <b>employee</b>.</li> </ol>
Pollution	<ol style="list-style-type: none"> <li>4.             <ol style="list-style-type: none"> <li>a.                 <ol style="list-style-type: none"> <li>i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or</li> <li>ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b>,                     <p style="margin-left: 40px;">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> </li> </ol> </li> <li>b. any <b>pollution</b> occurring in the United States of America or Canada.</li> </ol> </li> </ol>
Misuse of a computer system	<ol style="list-style-type: none"> <li>5. any <b>misuse of a computer system</b> or transmission of a computer <b>virus</b>.</li> </ol>
Professional advice	<ol style="list-style-type: none"> <li>6.             <ol style="list-style-type: none"> <li>a. designs, plans, specifications, formulae or advice prepared or given by <b>you</b> or <b>your employees</b> for a fee or where a fee would normally be payable; or</li> <li>b. <b>your</b> or <b>your</b> employees' failure to prepare or provide any designs, plans, specifications, formulae or advice for which a fee is payable or would normally be payable.</li> </ol> </li> </ol>
Medical and veterinary treatment	<ol style="list-style-type: none"> <li>7. <b>medical treatment</b>. This does not apply to any claim under <b>What is covered</b>, First aid.</li> </ol>
Your products	<ol style="list-style-type: none"> <li>8. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts.</li> <li>9.             <ol style="list-style-type: none"> <li>a. any of <b>your products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b>.</li> <li>b. any <b>products</b> installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or <b>products</b>;</li> <li>c. any <b>products</b> relating to <b>drones</b> or self-balancing motorised scooters.</li> </ol> </li> </ol>

Deliberate or reckless acts	10. any act, breach, omission or infringement <b>you</b> deliberately, spitefully or dishonestly 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.
War and nuclear	11. <b>war or nuclear risks.</b>
Asbestos	12. <b>asbestos risks.</b> This does not apply to claims against <b>you</b> arising from unintended or unexpected exposure to asbestos, asbestos fibres or materials containing asbestos occurring during the <b>period of insurance</b> .  B. <b>We</b> will not make any payment for:
Non-compensatory payments	1. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	2. 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.  However, this does not apply to any claim which falls within the scope of <b>What is covered</b> and which is brought against any partner, director or <b>employee of yours</b> when they are acting on <b>your</b> behalf in a non-manual capacity while temporarily overseas anywhere in the world for a period of up to 14 consecutive days.

### 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 and their <b>defence costs</b> .
Pollution	For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> .
Claims brought in USA/Canada	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> .
Terrorism	For claims arising from <b>terrorism</b> , the most <b>we</b> will pay is £2,000,000 each and every claim or any other amount specified in the schedule, whichever is the lower. <b>We</b> will also pay for <b>defence costs</b> .
Criminal proceedings costs	The most <b>we</b> will pay for the costs to defend criminal or regulatory actions or proceedings is the amount shown in the schedule. This applies to all actions and proceedings brought against <b>you</b> and <b>your</b> partners, directors and <b>employees</b> during the <b>period of insurance</b> .
Unauthorised use of third-party telephones by your employees	For claims arising from the unauthorised use of a third-party's telephone systems, the most <b>we</b> will pay is the amount stated in the schedule for the total of all such claims and their <b>defence costs</b> .

### Additional cover

Representation costs	The most <b>we</b> will pay for representation costs is the amount shown in the schedule. This applies to all costs incurred in relation to any and all deaths occurring during the <b>period of insurance</b> .
----------------------	--

Court attendance  
compensation

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

1. **your** partners, directors or senior managers: £500
2. any other **employee**: £250

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

Paying out the limit  
of indemnity

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

---

## Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us**:
  - a. promptly of any claim or threatened claim against **you**.
  - b. as soon as practicable of:
    - i. **your** discovery that **products** are defective;
    - ii. any threatened criminal or regulatory action by any governmental, administrative or regulatory body.

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) as follows, ensuring **you** quote **your** policy number:

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

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

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

Correcting problems

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

---

## Control of defence

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any 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.