

# SCHEDULE

Policy: HU PI6 9504281 (5)



## INSURANCE DETAILS

**Period of Insurance:** Continuous cover from 01 January 2018 until the policy is cancelled.  
**Underwritten by:** Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy  
**General terms and conditions wording :** 6253 WD-PIP-UK-GTC(7)  
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below  
**Payment Method :** Payment by Broker's Account  
**Anniversary Date:** 01 January 2018

## INSURED DETAILS

**Insured :** The Psychologists Protection Society  
**Address :** The E Centre  
Cooperage Way  
Alloa  
FK10 3LP  
**Additional Insureds :** There are no Additional Insureds on this policy.  
**Business :** Members of the Psychologists Protection Society

## PREMIUM DETAILS

|                         |             |                     |            |                |             |
|-------------------------|-------------|---------------------|------------|----------------|-------------|
| <b>Annual Premium :</b> | £ 12,000.00 | <b>Annual Tax :</b> | £ 1,440.00 | <b>Total :</b> | £ 13,440.00 |
| <b>Total Premium :</b>  | £ 12,000.00 | <b>Total Tax :</b>  | £ 1,440.00 | <b>Total :</b> | £ 13,440.00 |



Sponsored by Hiscox  
2012-2015



BIA Customer Care Award  
2012



Outstanding Insurer Claims  
Team of the Year 2013

**PUBLIC AND PRODUCTS LIABILITY**

**Section wording :** 6130 WD-PIP-UK-GL(6)  
**Insurer:** Hiscox Insurance Company Limited  
**Limit of indemnity:** £ 5,000,000  
**Limit applies to :** Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.  
**Excess:** £ 250  
**Excess Applies to :** each and every claim for property damage only  
**Geographical Limits :** Worldwide excluding the USA and Canada  
**Applicable Courts :** European Union

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

Criminal defence costs £ 100,000 in aggregate during any one period of insurance  
Pollution defence costs £ 100,000 in aggregate during any one period of insurance

**Endorsements**

- 305.1** Removal of cover: Medical malpractice  
**3038.2** Removal of cover: abuse and molestation

**CERTIFICATE**  
Policy: HU PI6 9504281 (5)



**Certificate of Public and products liability insurance**

|                      |   |          |                |
|----------------------|---|----------|----------------|
| Insured name:        | The Psychologists Protection Society                            |          |                |
| Address:             | The E Centre<br>Cooperage Way<br>Alloa                          |          |                |
| Postcode:            | FK10 3LP  | Country: | United Kingdom |
| Policy number:       | 9504281   |          |                |
| Insurer:             | Hiscox Insurance Company Limited                                |          |                |
| Period of insurance: | Continuous cover from 01/01/2018 until the policy is cancelled. |          |                |
| Limit of indemnity:  | £ 5,000,000   |          |                |
| Additional insureds: |   |          |                |

Signed for and on behalf of Hiscox Insurance Company Limited

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

Note: this certificate is for information purposes only and does not contain the full terms, conditions and exclusions of the insurance cover and does not constitute a contract of insurance.

The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

**Public and products liability: endorsements**

**Clause 305.1**      **Removal of cover: Medical malpractice**

The following is added to **What is not covered, A:**

Malpractice 15.    any **bodily injury** or **personal injury** to any person arising out of any treatment administered or care provided by **you**.

**Clause 3038.2**      **Removal of cover: abuse and molestation**

**Abuse or molestation**

**We** will not make any payment for any claim or loss or any part of a claim or loss directly or indirectly due to **abuse or molestation** by anyone.

**Special definitions for this section, personal injury** is amended to read as follows:

**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.

The following is added to **Special definitions for this section:**

**Abuse or molestation**

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.

**Endorsements which apply to whole policy**

**Policy: HU PI6 9504281 (5)**

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**Clause 603.1****Commercial assistance and legal advice helpline**

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

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

- Employment
- Prosecutions
- Discrimination in the workplace
- Health & safety
- European law

**Helpline number:** +44 (0)800 840 2269

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

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

**Clause 8501.0****Insurance Act 2015 endorsement for continuous policies**

**We** and **you** have agreed to enter into this **policy** on a continuous basis. In order to achieve this and to ensure compliance with the Insurance Act 2015, it is necessary to amend:

- I. the existing **General terms and conditions**, as stated in the schedule; and
- II. **How much we will pay**, under insurance, where **you** have cover under one of the property sections.

In addition, in the event that the cover under **your policy** is less favourable than it would be under the Insurance Act 2015, **we** will automatically apply the more favourable provisions of the Act.

**Part I: Amendment to General terms and conditions**

The existing **General terms and conditions**, as stated in the schedule, are replaced with the following, which apply to the **policy**:

**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.

**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**

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

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

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

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

## General definitions

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

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

### Asbestos risks

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

### Business

**Your** business or profession as shown in the schedule.

### Confiscation

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

### Date recognition

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

### Endorsement

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

### Excess

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

### Geographical limits

The geographical area shown in the schedule.

### Nuclear risks

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

**Period of insurance**

The **period of insurance** for each section of the **policy** shall be for a continuous period starting with the first date on which **we** provided cover to **you** under that section without a break in cover, until either **you** or **we** cancel this **policy** or the corresponding section.

**Policy**

This insurance document and the schedule, including any **endorsements**.

**Program**

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

**Terrorism**

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

- a. is committed for political, religious, ideological or similar purposes; and
- b. is intended to influence any government or to put the public, or any section of the public, in fear; and
- c.
  - i. involves violence against one or more persons; or
  - ii. involves damage to property; or
  - iii. endangers life other than that of the person committing the action; or
  - iv. creates a risk to health or safety of the public or a section of the public; or
  - v. is designed to interfere with or to disrupt an electronic system.

**Virus**

**Programmes** that are secretly introduced without **your** permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.

**War**

War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

**We/us/our**

The insurers named in the schedule.

**You/your**

The insured named in the schedule.



## 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 **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** 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 **you** (including **your** senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.

### If you fail to make a fair presentation

2.

a. If **we** establish that **you** deliberately or recklessly failed to present the risk to **us** fairly, **we** 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 **us** and **we** will be entitled to retain all premiums paid.

b. If **we** establish that **you** failed to present the risk to **us** fairly 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** made a fair presentation of the risk, as follows:

i. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; 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 start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.

### Change of circumstances

3. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy** (a material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance). **We** may then change the terms and conditions of this **policy** or cancel it in accordance with the Changes to policy terms, premium and cancellation condition.

If you fail to notify us of a change of circumstances

4.

a. If **we** establish that **you** deliberately or recklessly failed to:

i. notify **us** of a change of circumstances which may materially affect the **policy**; or

ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances;

**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.

Changes to policy terms, premium and cancellation

7. **You or we** can cancel the policy by giving 30 days' written notice. **We** may at **our** discretion amend the premium or terms of the **policy**. If **you** are unhappy with **our** proposed amendments, **you** will have the option to cancel the **policy** from the date of the proposed change. **We** will give **you** at least 30 days' notice of any changes.

If, following notification of a proposed change to the premium or terms of the **policy**, **you** decide not to continue the **policy**, or **you or we** cancel the **policy**, **we** will give **you** a pro-rata refund of the premium for the remaining portion of any period 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**.

Limits of indemnity

9. Where the **policy** specifies a limit applying to the total of all claims or losses of a particular type or under a particular section of the **policy**, all such limits will automatically be reinstated on each anniversary of the first date on which **we** provided cover to **you**.

If **you** have subsequently taken out cover under a section later than the date on which the **policy** was first provided to **you**, the limits will automatically be reinstated on the same date as the rest of the **policy**, even if that date falls less than a year after **you** took out cover under that section.

The limit will be the most **we** will pay in respect of **our** liability to **you** arising during the period between each reinstatement of the limit for all relevant claims or losses. This includes liabilities arising after such period in respect of matters first notified and accepted, or incidents arising, during the relevant period.

Where **we** cover **you** for **your** own losses from dishonesty discovered during the **period of insurance**, the most **we** will pay is the relevant limit of indemnity for the period between two successive reinstatements of the limit when those losses were first discovered by **you**, regardless of when such losses were suffered.

Rights of third parties

10. **You and we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Other insurance

11. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.

Cover under multiple sections

12. Where **you**, including anyone within the meaning of 'you' or 'insured person' in any section of the **policy**, are entitled to cover under more than one section of the **policy** in respect of the same claim or loss, or any part of a claim or loss, **we** shall only provide cover under one section of the **policy**, being the section that provides the most advantageous cover to **you** or the party entitled to cover.

Governing law

13. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.

Arbitration

14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

## General claims conditions

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

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:

a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy** in accordance with the terms of each section; and

b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.

2. **You** must:

a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and

b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your** name but at **our** expense.

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

Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of **you** or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:

- a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
- b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
- c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
- d. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

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

**Part II: Amendment of under insurance**

If **you** have cover under any of the property sections, **How much we will pay**, Under insurance in each section is amended to read as follows:

Under insurance

If, at the time of any **damage, insured failure**, or restriction covered under this section, **we** establish that the **relevant value** does not represent the **actual value**, **we** will reduce the amount **we** pay for any claim or loss in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the **actual value**.

**We** will only apply this calculation if **we** establish that:

- a. the **relevant value** declared to **us** is less than 85% of the **actual value**; and
- b. **your** failure to declare the **actual value** was not deliberate or reckless and was a breach of **your** obligations to:
  - i. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
  - ii. notify **us** of a change of circumstances in relation to the **actual value**, which may materially affect the **policy**; or
  - iii. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the **actual value** 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 **actual value** was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

Special definitions for Part II of this **endorsement**:

**Relevant value** means any one of **amount insured, annualised amount insured, annualised declared amount, declared amount** or any equivalent sum;

**Actual value** means any one of the actual reinstatement cost, actual **gross profit** or actual **income** during the 12 months immediately preceding the start of the **period of insurance**, the total value of **contents**, the total value of **tools and equipment** or equivalent insured items.

**Clause**

**Data Protection Act**

By accepting **your Policy**, you consent to **us** using the information **we** may hold about **you** for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about **you** where this is necessary (for example health information or criminal convictions). This may mean **we** have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than **you**, **you** must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by **us** as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. **You** have the right to apply for a copy of your information (for which **we** may charge a small fee) and to have any inaccuracies corrected.

For training and quality control purposes, telephone calls may be monitored or recorded



**Policy: HU PI6 9504281 (5)**

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**INFORMATION ABOUT US**

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

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

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**Insurers**

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

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



## Professional insurance portfolio

### 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 unauthorized use or reproduction is permitted.

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#### **Our promise to you**

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

**Steve Langan**  
Managing Director, Hiscox UK

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#### **Complaints procedure**

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

Hiscox Customer Relations  
Hiscox House  
Sheepen Place  
Colchester  
CO3 3XL

or by telephone on 01206 773705  
or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

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



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

## General terms and conditions

**We / us / our** The insurers named in the schedule.

**You / your** The insured named in the schedule.

### Conditions precedent

General Conditions 2, 3 and 4 below, General Claims Condition 1 and the conditions shown in each section under the heading **Your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

### General conditions

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

- Basis of insurance**
1. Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure **you** is incorporated into and forms the basis of this **policy**.  
All facts and matters which might be relevant to **our** consideration of **your** proposal must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.
- Change of circumstances**
2. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy**. (A material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance.) **We** may then change the terms and conditions of this **policy**.
- Due diligence**
3. **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.
- Premium payment**
4. **We** will not make any payment under this **policy** unless **you** have paid the premium.
- Cancellation**
5. **You** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a pro rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under £10.  
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**
6. 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**.
- Aggregate limit**
7. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.  
If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.
- Rights of third parties**
8. **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

## General terms and conditions

- Other insurance
9. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.
- Governing law
10. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.
- Arbitration
11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

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### General claims conditions

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

- Your obligations
1. **We** will not make any payment under this **policy** unless **you**:
- give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
  - give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
  - 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;
  - give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.
- Fraud
2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

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

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**Special definitions for this section**

|                         |  |
|-------------------------|--|
| <b>Bodily injury</b>    | Death, or any bodily or mental injury or disease of any person.  |
| <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>Inefficacy</b>       | The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.               |
| <b>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 sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .                            |
| <b>Property damage</b>  | Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.  |
| <b>Tool of trade</b>    | Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.   |
| <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.                 |

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**What is covered**

|                             |  |
|-----------------------------|--|
| Claims against you          | <p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li><b>bodily injury</b> 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> <ol style="list-style-type: none"><li>where indemnity arises out of the ownership or occupation of land or buildings;</li><li>where indemnity is provided by any other insurance.</li></ol>  |
| Claims against principals   | <p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against 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>  |

## Public and products liability

### Policy wording

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

#### Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

#### Criminal proceedings costs

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

#### Additional cover

##### Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

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## What is not covered

#### Property for which you are responsible

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

This does not apply to:

    - a. any **tool of trade**;
    - b. the loading or unloading of any vehicle off the highway.

#### Injury to employees

3. **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.

#### Pollution

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

#### Computer virus

5. transmission of a computer **virus**.

#### Professional advice

6. designs, plans, specifications, formulae, directions or advice prepared or given by **you**.

## Public and products liability

### Policy wording

|  |  |
|--|--|
| Your products                          | <p>7. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts.</p> <p>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>;</p> <p>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>.</p> |
| 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> .  |
|  | 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.<br><br>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. |

## Public and products liability

### Policy wording

|  |   |  |      |                       |      |
|--|---|--|------|-----------------------|------|
| 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.   |  |      |                       |      |
| Criminal proceedings costs                       | The most <b>we</b> will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .  |  |      |                       |      |
| Court attendance compensation                    | <p><b>We</b> will pay <b>you</b> the following compensation for each day, or part day:</p> <table border="0"> <tr> <td style="padding-left: 20px;">1. <b>You</b> or <b>your</b> partner or director</td> <td style="text-align: right;">£250</td> </tr> <tr> <td style="padding-left: 20px;">2. Any other employee</td> <td style="text-align: right;">£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 <b>our</b> payment. <b>We</b> will then have no further liability for those claims or their <b>defence costs</b> .   |  |      |                       |      |

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## 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 of any claim or threatened claim against <b>you</b>. For claims arising out of <b>bodily injury</b>, <b>you</b> must notify <b>us</b> immediately and in any event within 7 days of a claim or anything which may give rise to a claim under this section. At our request, <b>you</b> must confirm the facts in writing within 30 days with as much information as is available. <ul style="list-style-type: none"> <li><b>You</b> should make this notification directly to <b>us</b> (and <b>your</b> insurance adviser, if <b>you</b> have one) as follows, ensuring you quote your policy number: <ul style="list-style-type: none"> <li>By email to: <a href="mailto:liability.claims@hiscox.com">liability.claims@hiscox.com</a>; or</li> <li>By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.</li> </ul> </li> </ul> </li> <li>2. unless you notify <b>us</b> as soon as practicable of: <ol style="list-style-type: none"> <li>a. <b>your</b> discovery that <b>products</b> are defective;</li> <li>b. any threatened criminal action by any governmental, administrative or regulatory body.</li> </ol> </li> <li>3. if, when dealing with <b>your</b> client or a third party, <b>you</b> admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement. <b>You</b> must also not reveal the amount of cover available under this insurance, unless <b>you</b> had to give these details in negotiating a contract with <b>your</b> client or have <b>our</b> prior written agreement.</li> </ol> |
| Correcting problems | <b>We</b> will not make any payment for <b>products</b> claims if <b>you</b> fail to take reasonable steps to remedy or rectify, at <b>your</b> expense, any defect or failure in the goods or services <b>you</b> have supplied to a client, customer or distributor.   |

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## Control of defence

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