property protector

delta
Property owners
Policy wording

HISCOX

HISCOX

General terms and conditions

A seamless integrated insurance solution for residential property owners.

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

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

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.

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

General definitions

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

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

Amount insured

The most **we** will pay as shown in the schedule. Unless **we** say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after **we** pay a loss provided **you** carry out **our** recommendations to prevent further loss or damage.

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.

Bodily injury

Death, or any bodily or mental injury or disease of any person.

Buildings

The buildings, which belong to **you** or for which **you** are legally responsible at the **insured premises**, including:

1. foundations, outbuildings, annexes and fixed fuel tanks;
2. walls, gates, fences, car parks, yards, private roads, pavements and paths;
3. external signs, aerials and satellite dishes attached to such structure;

4. security lighting, security cameras and other security and fire protection devices attached to such structure;
5. pipes, ducting, cables, wires and associated control equipment at the **insured premises** and up to the public mains;
6. fixed glass in windows, doors, fanlights and sanitary fixtures and fittings.

The land at the **insured premises** is not included within this definition.

Business

Your business or profession as shown in the schedule.

Computers

Computers and ancillary equipment, including **programs**, data carrying media and any electronic or digital data, music or images.

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.

Contents

The contents of the **insured premises** which belong to **you** or for which **you** are legally responsible, including:

1. carpets, furniture and soft furnishings;
2. white goods;
3. audio visual equipment;

The following are not included within this definition:

a. **buildings**;

b. motorised vehicles, including off-road vehicles, their keys and accessories, other than domestic gardening equipment and wheelchairs;

c. caravans and their accessories;

d. watercraft and their accessories, including surfboards, sailboards, rowing boats and dinghies;

e. aircraft or aerial devices and their accessories;

f. bicycles, sports equipment and their accessories;

g. **money;**

h. any electronic, online or crypto currency, including Bitcoin, even where such currency exists in physical form

i. **computers**;

j. animals, trees, shrubs and plants;

j. land or water;

k. marquees and their accessories;

l. gold, silver, platinum, gold and silver plate, jewellery, gemstones, watches, furs, guns, art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability .

m. **personal effects**

Damage

Accidental physical loss or physical damage.

Defence costs

Costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**.

Domestic employee

Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man working for **you** in connection with **your business** who is employed by **you** for domestic duties only.

Drone

Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.

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.

General terms and conditions

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 **storm** or not.
Geographical limits	The geographical area shown in the schedule.
Hacker	Anyone who maliciously targets **you** and gains unauthorised access to **your** website, intranet, computer system, network, telephony equipment or data held electronically by **you** or on **your** behalf.
Insured damage	**Damage** to **insured property** occurring during the **period of insurance** provided that: a. the **damage** is not otherwise excluded by the property or business interruption sections of this **policy**; and b. payment has been made or liability admitted by the insurer under any insurance covering such **damage**.
Insured premises	The space occupied or intended to be occupied by **you** or any t**enant** for residential purposes only, at the premises shown in the schedule located in a building of **standard construction** unless otherwise notified to **us** and to which **we** have confirmed **our** agreement. This includes any outbuildings at the same premises.
Insured property	**Buildings** and **contents**.
Money	Bank cards, 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.
Nuclear risks	a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination. b. Any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above. c. All operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this **policy** is in force as shown in the schedule.
Personal effects	Articles worn, used or carried about the person.
Policy	This insurance document and the schedule, including any **endorsements**.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Program	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Property	Tangible property.
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Public authority restrictions	The **tenant's** inability to use the **insured premises** due to restrictions imposed by a public authority during the **period of insurance** following: a. a murder or suicide; b. an occurrence of any human infectious or human contagious disease, an outbreak of which must be notified to the local authority; c. defects in the drains or other sanitary arrangements; d. vermin or pests at the **insured premises**.
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.

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Storm High winds of a destructive nature, rainstorm, hailstorm or snowstorm.

Subsidence Subsidence, landslip or heave.

Tenant Any person declared to **us** by **you** as having an assured shorthold tenancy agreement, or equivalent, of no less than six months between **you** and them in respect of their occupation of the **insured premises**.

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.

Unoccupied A **building** or part of any **building** which has been empty, disused, unfurnished or no longer lived in by **you** or anybody authorised by **you**, for 90 consecutive days or more.

Virus **Programs** 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 insurer named in the schedule.

You/your The insured named in the schedule.

In respect of the property owner's liability section of this **policy**, **you**/**your** also includes any person who was, is or during the **period of insurance** becomes **your** partner or director or senior manager in actual control of **your** operations.

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 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.

Inspections

6. **You** must ensure that any lifts, boilers and electrical installations in operation at the **insured premises**, are inspected and approved in accordance with all appropriate statutory requirements.

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

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

General terms and conditions

Cancellation

8. **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 installments 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 installments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

Multiple insureds

9. 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

10. 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**.

Rights of third parties

11. **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

12. **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

13. 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

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

Arbitration

15. 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 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**. However, **we** will not pursue any parent, subsidiary company of **yours** or any subsidiary of any parent company of **yours** for recovery of amounts **we** may become liable to pay 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.

Insured property
Policy wording

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

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to **insured property** at the **insured premises** 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. **We** will pay for the necessary and reasonable costs **you** incur with **our** consent to locate any **damage** 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 **damage**, leakage or escape first occurs during the **period of insurance**. **We** will also pay the cost to make good any **damage** caused as a consequence of locating the source of leakage or escape.

Selling the buildings

2. If **you** are selling the **buildings**, this **policy** will cover the **buildings** for the buyer against **damage** occurring during the **period of insurance** unless the buyer is insured by, or has the benefit of, any other insurance. Cover will start from the time **you** exchange contracts to the time of completion. To obtain the benefit of this additional cover, the buyer must comply with the terms of this **policy**.

Metered water and fuel

3. **We** will pay the cost that **you** incur for any metered water and fuel used at the **insured premises** when such water or fuel has been released or rendered unusable for its intended purpose as a direct result of **insured damage** to any storage tank or piping located at the **insured premises**.

Lock replacement and resetting of digital locks

4. **We** will pay for the costs incurred by **you** to replace locks and keys, including for domestic safes, or reset digital locks necessary to maintain the security of the **insured premises** following loss of keys from **your** person or **your** private residence or an authorised representative of **you**, during the **period of insurance**.

Alternative accommodation

5. **We** will pay for the necessary and reasonable costs of alternative accommodation for **you** or **your tenant** while the **insured premises** or any part are unusable as a result of **damage** to **insured property**. **We** will pay for the period beginning at the date of the **damage** until the **insured premises** are repaired or rebuilt but for no longer than 24 months.

   We will not make any payment for Alternative accommodation where **we** have made a payment under this section for Landlord's rent receivable.

Landlord's rent receivable

6. **We** will pay for rent that **you** cannot legally recover from the **tenant** and for property management fees which **you** still owe while the **buildings** or any part are unusable as a result of **damage** to **insured property**.

   We will not make any payment for landlord's rent receivable where **we** have made a payment under this section for alternative accommodation.

Outdoor items

7. **Damage** occurring during the **period of insurance** to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors within the confines of the **insured premises**.

Removal company

8. **We** will pay for **damage** occurring during the **period of insurance** to **contents** while being moved by a professional removal company from the **insured premises** to any other premises in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man. Cover includes temporary storage in any furniture depository premises for up to a maximum of seven consecutive days.

   We will not make any payment for **damage**:

   a to china, glass, earthenware or other brittle items unless they have been packed by a professional removal company;

   b. covered under another policy.

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. chewing, scratching, tearing, denting, vomiting or fouling by pets;
   c. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire.
   d. settlement or bedding down of new structures;
   e. settlement or movement of made up ground;
   f. coastal or river erosion;
   g. collapse or cracking, other than **damage** to the main building resulting from **subsidence**;
   h. **subsidence**:
      i. to walls, gates, fences, car parks, yards, hard tennis courts, riding arenas, terraces, patios, driveways, private roads, pavements, paths, fixed fuel tanks, swimming pools or hot-tubs 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;
   i. demolition, building work , groundwork or stoppage of such work at or on the **insured premises**;
   j. a rise in the water table;
   k. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
   l. **storm**, **flood** or falling trees, branches, lampposts, telegraph poles or pylons, to greenhouses, sheds, gazebos, pergolas, arbours, hedges, gates or fences unless the main building is physically damaged at the same time and by the same cause;
   m. water leaking from swimming pools or hot-tubs;
   n. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing;
   o. accidental damage to **contents**;
   p. any **virus** or **hacker**;
   q. **explosion** caused by the bursting of any boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only;
   r. operator error.
2. **damage** to **contents** being cleaned, worked on or maintained
3. **damage** to any ride-on lawn mower when not in use unless it is kept in a locked building that is of **standard construction**.
4. **damage** to any item of electrical or mechanical plant or equipment directly resulting from its own electrical or mechanical breakdown.
5. misuse, faulty workmanship, defective design or the use of faulty materials.
6. the cost of maintenance or routine redecoration.
7. unexplained loss or disappearance or inventory shortage.
8. **damage** to **insured property** directly or indirectly caused by the cultivation of cannabis or any other drug.
9. loss due to clerical or accounting errors.
10. loss by fraud or dishonesty other than the direct physical theft of **contents**.

11. financial loss due to **you** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
12. any indirect losses which result from the incident which caused **you** to claim, other than as provided under **What is covered**, **Additional cover**.
13. **pollution** except **damage** to **insured property** which is not otherwise excluded and which is caused by:
    a. **pollution** which itself results from **damage** covered under this section; or
    b. **damage** which would otherwise be covered under this section which itself was caused by **pollution**.

    This clause does not apply to the cover under **What is covered**, **Additional cover**, Discharge of oil.
14. a. **damage** to any **buildings** or **contents**, which is directly or indirectly caused by, resulting from or in connection with **terrorism**, or any action taken to control, prevent or respond to **terrorism**, where:
        i. more than 20% of the **buildings'** square footage is occupied for commercial purposes; or
        ii. the **buildings** or **contents** are insured in the name of a sole trader, trustee or executor or beneficiary of a trust or will and where the **buildings** are not solely occupied as the private residence of such person.
        iii. the **buildings** or **contents** are insured in the name of a company, association or partnership
    b. **damage** directly or indirectly due to:
        i. biological or chemical contamination which is caused by **terrorism**; or
        ii. the failure in the supply of any gas, water, electricity or phone service which is caused by **terrorism**;

        to any **buildings**, or **contents** of those **buildings**, which are insured in the name of an individual and solely occupied as a private residence;
    c. **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.
15. **war**, **confiscation** and **nuclear risks**.
16. **damage** to **insured property** at **insured premises** which are **unoccupied** unless caused by fire, lightning, explosion, impact by falling aircraft or other aerial device, earthquake, **storm**, **flood** or **subsidence**.
17. 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 of buildings

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. **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.

Repair and replacement of contents

In respect of **contents**, **we** will pay the cost of repair or replacement as new.

Other costs

We will pay the following necessary and reasonable costs and expenses **you** incur in connection with **damage** covered under this section:

1. the cost of removing debris of **insured property** from the **insured premises** or the area immediately adjacent;
2. the cost of dismantling, demolishing, shoring up or propping up any part of the **buildings**;

3. the fees of architects, surveyors or consulting engineers to rebuild the **buildings**;
4. the cost of clearing, cleaning and repairing drains, gutters and sewers on the **insured premises** which are blocked or damaged;
5. the cost of complying with any statutory or local authority requirement regarding the damaged part of the **building,** 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.

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

Inflationary provision cover

Provided that **you** advise **us** of the rebuilding value of the **buildings** and replacement value of the **contents** at the beginning of each **period of insurance**, the **amount insured** will be automatically increased by an additional percentage to take account of any inflationary increases over both the **period of insurance** and the period needed to rebuild, repair or replace the **insured property**.

Your schedule will show if inflationary provision cover applies and the additional percentage amount.

Under insurance

If, at the time of **damage we** establish that the **amount insured** does not represent:

1. the amount it would cost to reinstate the **buildings**, including an allowance for other costs; or
2. the total value of the **contents**;

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 cost of reinstatement or the total value of the **contents**.

We will only apply this calculation if:

1. **we** establish that the values declared to **us** for the **buildings** are less than 85% of the actual reinstatement cost or **we** find that the **amount insured** for **contents** is less than 85% of the total value of **contents**; and
2. **we** establish that **your** failure to declare the actual reinstatement cost or 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 reinstatement cost of the **buildings** or 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 reinstatement cost of the **buildings** or 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 actual reinstatement cost 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 **insured property**, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Storm and flood

Where **damage** has been caused by **storm** or **flood**, **we** will treat all **damage** to **insured property** at any one location occurring during any period of 72 consecutive hours as one claim provided that all the **damage** occurs within the **period of insurance**. **You** may select when the 72 hour period starts.

Special limits

Outdoor household items

The most **we** will pay for **damage** to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors is the amount shown in the schedule.

Outbuildings

The most **we** will pay for **damage** to **insured property** in any outbuildings, garages, gazebos, pergolas, arbours, greenhouses or sheds is the amount shown in the schedule.

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;
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.

Building works

If **you** or anyone on **your** behalf intends to undertake any work to extend, renovate or build on any part of the **buildings** at the **insured premises**, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **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** directly or indirectly caused by or resulting from the building works.

You do not have to tell **us** if the work is for redecoration only.

Protections

You must advise **us** as soon as **you** become aware, if for any reason, any fire alarms, security systems or physical protections installed at the **insured premises** are 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.

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

Unoccupied buildings

You must advise **us** of any **buildings** that become **unoccupied** and must also ensure that:

1. all the gas and electrical services, except electrical circuits required to operate any fire or intruder alarm system, have been turned off;
2. except where there are sprinklers installed, the water system is turned off and completely drained or the central heating system maintained at a temperature of 5 degrees Celsius during the period 1st October to 1st April of each year;
3. where sprinklers are installed, the central heating system is maintained at a temperature of 5 degrees Celsius during the period 1st October to 1st April of each year;
4. the letter box and other unprotected apertures have been sealed shut;
5. all waste and combustible contents, including any new accumulations, are removed from the **insured premises**;
6. the **buildings** are secured against unlawful entry by applying all door and window locking mechanisms and setting all security systems;
7. a thorough inspection of the **insured premises** is carried out at least every 14 days and a written record of such inspections is retained; and
8. **you** tell us within seven days of **you** becoming aware of any **damage** or unauthorised entry.

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

Property owner’s liability
Policy wording

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

What is covered

Claims against you	If, as a result of **your** ownership or legal responsibility for any **insured property**, any party brings a claim against **you** for **bodily injury** or **property damage** occurring during the **period of insurance**, **we** will indemnify **you** against the sums **you** have to pay as compensation. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.
Claims against third parties	If, as a result of **your** ownership or legal responsibility for any **insured property**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against any party with whom **you** have entered into a contract or agreement in connection with the **insured property** and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such party that **we** would have made to **you**, provided that they: a. have not, in **our** reasonable opinion, caused or contributed to the claim against them; b. accept that **we** can control the claim’s defence and settlement in accordance with the terms of this section; c. have not admitted liability or prejudiced the defence of the claim before **we** are notified of it; d. give **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**.
Defective Premises Act	If, during the **period of insurance**, **you** dispose of any premises and any party brings a claim against **you** under Section 3 of the Defective Premises Act 1972) or Article 5of the Defective Premises (Northern Ireland) Order 1975, **we** will pay for the sums **you** have to pay as compensation. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section. **We** will not in any event make any payment for any: a. liability where **you** are entitled to cover under any other insurance; b. costs of remedying any actual or alleged defect, which if not remedied may result in a claim.
Legionella	If, as a result of **your** ownership or legal responsibility for any **insured property**, any party brings a claim against **you** for **bodily injury** occurring during the **period of insurance** arising out of any discharge, release or escape of legionella or other airborne pathogens at the **insured premises**, **we** will indemnify **you** against the sums **you** have to pay as compensation. **We** will not make any payment for any claim arising from **your** failure to comply with all statutory obligations in respect of the maintenance and cleaning of water tanks, water systems, air conditioning plants, cooling towers and similar or equivalent systems.

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.

What is not covered

A. **We** will not make any payment for any claim or loss directly or indirectly due to:

Insured property

1. loss of or damage to any **insured property**, including the resulting loss of use of any **insured property**.
2. the ownership, possession, maintenance or use by **you**, **your employees** or **your tenant** of any aircraft or other aerial device, **drone**, hovercraft, watercraft or any mechanically propelled vehicles and their trailers. This does not apply to:
   a. any domestic gardening equipment;
   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**.

Your products

7. any goods sold, supplied, distributed or manufactured by **you** .

Deliberate or reckless acts

8. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.

Contracts

9. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.

War, terrorism and nuclear

10. **war**, **terrorism** or **nuclear risks**.

Asbestos

11. **asbestos risks**.

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

Restricted recovery rights

1. that part of any claim where **your** right of recovery is restricted by any contract.

Non-compensatory payments

2. fines and contractual penalties, punitive or exemplary damages.

Claims outside the applicable courts

3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

   This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

Claims outside the geographical limits

4. any claim brought against **you** resulting from any activity **you** undertake in any country outside the **geographical limits**.

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** activity will be regarded as one claim.

Special limits

Pollution	For claims arising from **pollution** including claims arising from any discharge, release or escape of legionella or other airborne pathogens, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay for **defence costs** in relation to **pollution** claims including claims arising from any discharge, release or escape of legionella or other airborne pathogens is the amount shown in the schedule. **You** must pay the relevant **excess** shown in the schedule.
Legionella	For claims arising from any discharge, release or escape of legionella or other airborne pathogens, the most **we** will pay is the amount stated in the schedule for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section.
Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. **You** must pay the relevant **excess** shown in the schedule.
Criminal proceedings costs	The most **we** will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against **you** during the **period of insurance**.
Court attendance compensation	**We** will pay **you** the following compensation for each day, or part day: 1. **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.
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

We will not make any payment under this section:

If a problem arises

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

   You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) ensuring **you** quote **your** policy number.
2. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.

Admission of liability

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

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.

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.

HISCOX

Employers' liability
Policy wording

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

Special definitions for this section

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

If any **domestic employee** brings a claim against **you** for **bodily injury** caused to them during the **period of insurance** arising out of their work for **you** within the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation. The amount **we** pay will include **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Criminal proceedings

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**.

What is not covered

We will not make any payment for:

1. any claim or part of a claim or loss directly or indirectly due to:

   Deliberate or reckless acts

   a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore.

   Offshore

   b. any **bodily injury** caused to any of **your domestic employees** while they are offshore. A **domestic employee** 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.

   Road traffic legislation

   c. any **bodily injury** to any **domestic employee** 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 **you** are entitled to indemnity from any other source.

   Placed personnel

   d. any **bodily injury** to any person supplied by **you** to a client under contract.

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.

How much we will pay

We will pay up to the limit of indemnity stated in the schedule, unless limited below.

All claims, losses and **defence costs** relating to one or more **domestic employees** which arise from any one incident or event will be regarded as one claim. This includes such claims, losses and **defence costs** arising after, as well as during, the **period of insurance**, but does not include criminal proceedings costs.

Special limits

Criminal proceedings costs

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

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us**:

   a. immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section for or arising out of **bodily injury**;

   b. promptly of any:

      i. other claim or anything which may give rise to any other claim; or

      ii. threatened criminal 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, if **you** have one) ensuring **you** quote **your** policy number.

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 that **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.

Management liability – directors and officers' liability
Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. Cover under this section is given on an each and every claim or loss basis unless otherwise specified.

Special definitions for this section

Applicable courts

The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.

Bodily injury

Mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone.

Bail costs

Costs incurred with **our** prior written agreement to pay for a bond or other financial instrument to guarantee an **insured person's** bail or equivalent in any other jurisdiction.

Claim

1. Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an **insured person** during the **period of insurance** alleging a **wrongful act** and seeking monetary damages or other legal relief or penalty.
2. Any **extradition proceeding** made against an **insured person** during the **period of insurance**.

Defence costs

1. Reasonable costs, not including any overheads, additional costs or remuneration, incurred with **our** prior written agreement to investigate, settle or defend any **claim** made against an **insured person** or to fund an appeal, including any premium paid for an appeal bond or similar bond obtained in relation to it, arising from any judgment, decision or award in relation to any **claim**.
2. **Emergency defence costs**.

Deprivation of assets expenses

The amounts for which an **insured person** is contractually committed to pay for:

1. school fees for the **insured person**'s immediate family;
2. rent or mortgage payments on the **insured person**'s principal residence, not including any mortgage overpayments;
3. utilities supplied to the **insured person**'s principal residence; and
4. insurance premiums that are personal to the **insured person** and their immediate family.

Emergency defence costs

Reasonable and necessary costs, not including any overheads, additional costs or remuneration to investigate or defend any **claim** (other than an **employment claim**) made against an **insured person**, where it is not possible to obtain **our** prior written agreement, provided that **you** or the **insured person** notify **us** as soon as possible after such sums are incurred.

Emergency legal representation costs

Reasonable and necessary costs, not including any overheads, additional costs or remuneration to investigate or respond to any **investigation**, where it is not possible to obtain **our** prior written agreement, provided that **you** or the **insured person** notify **us** as soon as possible after such sums are incurred.

Employee

1. Any person under a contract of service with **you**.
2. Any independent person seconded to **you**.
3. Any applicant or candidate for employment with **you**.

Employee contract benefits

Any amounts awarded to an **employee** in respect of:

1. remuneration, including incentives, bonus, commission, health benefits, holiday or notice pay, whether under statute or contract;
2. family leave payments, including maternity pay, paternity pay, parental leave pay, shared parental leave pay or adoption pay, whether under contract or statute;
3. amounts due under an employee benefit or pension scheme;
4. share or stock options;
5. deferred compensation; or
6. equal pay or redundancy pay.

Employment claim

Any **claim** by any **employee** for any actual or alleged:

1. wrongful, unfair or constructive dismissal, discharge or termination of employment;
2. breach of written or implied contract of employment;
3. employment related misrepresentation;
4. wrongful deprivation of a career opportunity, failure to grant tenure or negligent employee evaluation;
5. harassment, unlawful discrimination or failure to provide adequate employee procedures and policies;
6. retaliation; or
7. defamation or invasion of privacy,

arising solely as a result of the employment or non-employment by **you** of such **employee**.

Extradition proceeding

Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or any similar or successor legislation in any other jurisdiction, including any associated appeals.

Health and safety/ manslaughter claim

Any **claim** under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.

Health and safety/ manslaughter investigation

Any **investigation** under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.

Insured person

1. Any natural person who was, is, or during the **period of insurance** becomes a director, partner, member or officer of **you**.
2. Any de facto director of **you** whilst acting in such capacity for **you**.
3. Any shadow director as defined under Section 251 of the Companies Act 2006 or any similar or successor legislation in any other jurisdiction.
4. Any **employee** of **you**.
5. The lawful spouse, civil or unmarried partner of any person in 1 to 4 above solely because of their spousal, civil or unmarried partner relationship following a **claim** or **investigation** against that person.
6. The estates, heirs or legal representatives of any person in 1 to 5 above who has died or become incapacitated, insolvent or bankrupt but only for a **claim** or **investigation** against that person.

Insured person does not include any external auditor or any liquidator, receiver, administrative receiver or other insolvency practitioner or officer of **you** or **your** assets.

Investigation

An official examination, official enquiry or official investigation into **your business** activities, or into an **insured person**, arising from activities performed in their capacity as an **insured person**, first notified as being required during the **period of insurance** and conducted by any regulator, government department or other body legally empowered.

Investigation does not include any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of **your** industry which is not solely related to **your** or any **insured person's** conduct.

Investigation mitigation costs

Reasonable and necessary costs incurred by an **insured person** to prevent or minimise the likelihood of an **investigation** or mitigate the potential consequences of an **investigation** which, if such steps were not taken, would be likely to result in an **investigation** being brought against such **insured person** that would be covered by this section of the **policy** or would be likely to increase the severity of such an **investigation**.

Legal representation costs

1. Reasonable and necessary legal costs, fees, charges and expenses, not including any overheads, additional costs or remuneration, for which **you** are legally liable, incurred with **our** prior written agreement for legal representation directly in relation to an **investigation**.
2. **Emergency legal representation costs**.

Loss

In respect of a **claim** or **investigation** the amount any **insured person** becomes legally liable to pay, including following a settlement entered into with **our** written agreement, for:

1. awards of damages, including punitive, exemplary and multiplied damages and civil fines and penalties if insurable in the jurisdiction where such award was first ordered;
2. claimants' legal costs and expenses;
3. **defence costs** and **legal representation costs**; and
4. **public relations expenses**.

Loss does not include any criminal fines or penalties, regulator's costs or expenses (including Health and Safety Executive fees for intervention or similar regulator's costs and expenses), taxes (except for personal tax liability), remuneration, **employee contract benefits**, or punitive, exemplary and multiplied damages in relation to an **employment claim**.

Outside entity

Any organisation other than **you**:

1. that is tax exempt and not for profit; or
2. in which **you** hold any issued share.

Outside entity does not include:

1. any company which is registered or domiciled outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar;
2. any company whose securities are traded on any stock exchange in the USA or Canada; or
3. any bank, investment company, investment advisor or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage, insurer, or any similar financial organisation or institution including any organisation regulated by the FCA, PRA or any similar regulator.

Pollution

Any actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any solid, liquid, gaseous or thermal contaminant or irritant, including, but not limited to, lead, smoke, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals or waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed), or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any such material.

Pre-investigation costs

Reasonable and necessary costs incurred by an **insured person** with **our** prior written agreement to notify a regulator, government department or other body legally empowered of any material breach, incident or event occurring within the **geographical limits** where such notice is obligatory and it is likely that a covered **investigation** will be brought as a result of the notification.

Prior and pending date

The date on which **you** first purchased directors' and officers' liability insurance that has run continuously without a break in cover. If since that date **you** have merged or consolidated with another company, or any party has acquired more than 50% of **your** issued share capital or the majority of **your** voting rights, the 'prior and pending date' will be the date of such merger, consolidation or acquisition.

Property damage

The loss, damage or destruction of any tangible property including loss of use of such property.

Public relations expenses

The reasonable and necessary costs incurred with **our** prior written agreement in utilising the services of a public relations consultant.

Securities

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

Subsidiary

Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar in which **you**:

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

If an entity ceases to be a **subsidiary** during the **period of insurance**, cover will continue but only for a **claim** or **investigation** against an **insured person** arising from any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place before it ceased to be a **subsidiary**.

Wrongful act

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

1. **you**; or
2. for the purposes of the cover in **What is covered**, Outside entity, an **outside entity**,

   including:

   a. breach of any duty, including fiduciary or statutory duty, breach of confidence or data loss;
   b. breach of trust;
   c. negligence, negligent misstatement, misleading statement or negligent misrepresentation;
   d. defamation;
   e. wrongful trading under Section 214 of the Insolvency Act 1986 or any similar or successor legislation, including its equivalent legislation in any other jurisdiction;
   f. breach of warranty of authority; or
   g. any other act, error or omission attempted or allegedly committed or attempted by an **insured person** solely because of their status as a director, partner, member, officer or **employee** of **you**.

You/your

Also includes any **subsidiary**:

1. existing at the start of the **period of insurance**;
2. created or acquired during the **period of insurance** provided that the newly created or acquired **subsidiary** does not trade any of its securities on any stock exchange.

What is covered

1. Claims against an insured person

Losses including defence costs

a. **We** will pay on behalf of any **insured person** the **loss** arising from a **claim** against any **insured person** for any **wrongful act** within the **geographical limits**, including any:

Health and safety/ manslaughter

i. **health and safety/ manslaughter claim**;

Pension or employee benefit schemes

ii. **claim** arising from an **insured person**'s operation or administration of any pension or employee benefit scheme or trust fund of **yours**;

Pollution

iii. **claim** arising from **pollution**;

Employment claims

iv. **employment claim**. This cover does not apply if the **insured person** is covered under the **Management liability – employment practices liability** section of this **policy**;

Outside entity

v. **claim** arising directly from any activity performed by an **insured person** in their capacity as a director or officer of an **outside entity**, provided that the **insured person** acts in that capacity at **your** specific written request. However, **we** will only pay in excess of any indemnity provided by the **outside entity** to its directors, partners, members or officers or any other insurance available to such individuals for such **claim**;

Cyber and data

vi. **claim** arising from the misuse of data or any computer hardware or software, including a breach of the Data Protection Act 1998 or any similar or successor legislation;

Bodily injury and property damage

vii. **claim** for **bodily injury** or **property damage**, other than any **claim** brought by or on behalf of any party who:

a. suffered the **bodily injury**; or

b. owns or is legally responsible for the tangible property that suffered such **property damage**.

Defence costs only

b. **We** will pay on behalf of any **insured person** the **defence costs** only arising from a **claim** for any **wrongful act** within the **geographical limits**:

Bodily injury and property damage

for any **claim** brought by or on behalf of any party who:

i. suffered the **bodily injury**; or

ii. owns or is legally responsible for the tangible property that suffered such **property damage**.

Emergency defence costs

c. **We** will pay **emergency defence costs** in relation to a covered **claim**.

2. Investigations

Losses including legal representation costs

a. **We** will pay on behalf of any **insured person** the **loss** arising from an **investigation** arising from any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place within the **geographical limits**, including any:

Health and safety/ manslaughter

i. **health and safety/ manslaughter investigation**;

Pension or employee benefit schemes

ii. **investigation** arising from an **insured person**'s operation or administration of any pension or employee benefit scheme or trust fund of **yours**;

Pollution

iii. **investigation** arising from **pollution**;

Outside entity

iv. **investigation** arising directly from any activity performed by an **insured person** in their capacity as a director or officer of an **outside entity**, provided that the **insured person** acts in that capacity at **your** specific written request. However, **we** will only pay in excess of any indemnity provided by the **outside entity** to its directors or officers or any other insurance available to such individuals for such **investigation**;

Cyber and data

v. **investigation** arising from the misuse of data or any computer hardware or software, including a breach of the Data Protection Act 1998 or any similar or successor legislation;

Bodily injury and property damage

vi. **investigation** arising from **bodily injury** or **property damage**.

Investigation mitigation costs

b. **We** will also pay **investigation mitigation costs** in relation to a covered **investigation**, provided that:

i. where reasonably possible, the **insured person** must obtain **our** prior written agreement before incurring such costs. Where it is not possible to obtain **our** written agreement, the **insured person** must notify **us** as soon as possible after such sums are incurred; and

ii. **we** will not pay for the costs incurred in dealing with routine business, regulatory, legal, compliance or other matters, which could lead to an **investigation** if not complied with.

We will not make any payment for any part of an **investigation** not covered by this section.

Pre-investigation costs

c. **We** will pay **pre-investigation costs** in relation to a covered **investigation**.

Emergency legal representation costs

d. **We** will pay **emergency legal representation costs** in relation to a covered **investigation**.

3. Entity reimbursement

We will pay on **your** behalf the **loss** which **you** are legally obliged or permitted to pay on behalf of an **insured person** arising from a covered **claim** or **investigation**. If **you** are permitted or obliged to provide such payment but fail to do so for any reason other than **your** insolvency, regardless of whether **you** advanced payment or indemnified an **insured person** for such **loss**, **we** will pay the amount of the **claim** or **investigation** less any relevant **excess**.

4. Additional covers

a. **We** will pay on behalf of any **insured person**:

Extradition proceedings

i. the **loss** arising from any **extradition proceeding** against any **insured person** during the **period of insurance** arising from any **wrongful act**, act, incident or occurrence performed, taking place or alleged to have taken place within the **geographical limits**;

Deprivation of assets expenses

ii. their **deprivation of assets expenses**, if, as a direct result of a covered **claim** or **investigation**, an interim or interlocutory order:

a. confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of an **insured person**; or

b. creating a charge over real property or the personal assets of the **insured person**;

is made, other than where the court has made an allowance for the **insured person** in respect of such sums;

Public relations expenses

iii. **public relations expenses** following a covered **claim** or **investigation** to mitigate the actual or potential adverse effect on their reputation by disseminating news of a final adjudication that absolved them of any fault. The **insured person** must obtain **our** prior written agreement before incurring such costs;

Bail costs

iv. **bail costs** arising from a covered **claim** or **investigation**;

Personal tax liability

v. their liability occurring in the **period of insurance** within the **geographical limits** under any insolvency rules or insolvency legislation to pay **your** unpaid taxes following **your** insolvency, dissolution, administration or winding up, where such liability arises solely as a result of the **insured person's** status as **your** director, partner, member or officer;

Additional defence costs and legal representation costs

vi. additional **defence costs** and **legal representation costs** in the event that the limit of indemnity for this section is exhausted, provided that the **insured person** has previously not been the subject of a **claim** or **investigation** that led to the exhaustion of the limit of indemnity for this section.

Where an **insured person** has been the subject of such a **claim** or **investigation**, any amount **we** will pay on behalf of that individual will be reduced by an amount equal to the amount of that **claim** or **investigation** or the part of that **claim** or **investigation** relating to such individual.

We will only pay in excess of any other insurance available to such individuals.

Court attendance compensation

b. If any **insured person** has to attend court as a witness in connection with a **claim** or **investigation** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **us**.

What is not covered

We will not make any payment for any **claim**, **loss**, **investigation**, or any other liability under this section:

Deliberate or dishonest acts

1. against or suffered by an **insured person** 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;

b. an act intended to secure or which does secure a personal profit or advantage to which the individual concerned was not legally entitled;

c. an act intended to secure or which does secure a profit for any other company or entity to which that company or entity was not legally entitled,

where such act or omission was committed or condoned by that **insured person**.

These exclusions will only apply after a judgment or other final adjudication or an admission by the **insured person** that such act or omission did occur. In the event of such finding or admission, the **insured person** must reimburse all payments made by **us** in relation to the corresponding **claim**, **loss** or **investigation**.

Prior claims and litigation	2.	based upon, attributable to or arising out of: a. anything that has been reported to and accepted under any policy existing or expired, before the start of the **period of insurance**; or b. any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving an **insured person**, **you** or an **outside entity**, initiated before the **prior and pending date**.
Securities offerings	3.	based upon, attributable to or arising out of any **claim** or **investigation** in relation to any actual public offering of **your securities**. This exclusion does not apply to a failed public offering of **your securities**.
Claims brought by a related party in the United States of America	4.	based upon, attributable to or arising out of any **claim** brought or maintained by **you**, an **outside entity** or an **insured person** within or subject to the laws of the United States of America. This exclusion will not apply to: a. **defence costs**; b. any shareholder derivative proceedings in **your** name without **your** or any **insured person**'s solicitation, assistance or participation; c. any **claim** brought by **your** liquidator, receiver or administrative receiver or similar body; d. any **employment claim**; e. any **claim** made by a former **insured person**; or f. any **claim** seeking a contribution or indemnity if such **claim** is otherwise covered by this section.
Bodily injury and property damage in relation to motor vehicles	5.	for **bodily injury** or **property damage** arising from the use, ownership or possession of any motor vehicle in relation to which the **insured person** is obliged under any compulsory insurance law to maintain insurance in respect of any liability.
Pollution clean-up costs	6.	based upon, attributable to or arising out of any: a. statutory, contractual or common law obligation **you** or an **insured person** have to clean up or remedy any **pollution** or contamination; or b. land or property being identified as contaminated land under the Environmental Protection Act 1990 or any similar or successor legislation.
Takeovers and mergers	7.	based upon, attributable to or arising out of any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken, after: a. **you** merge or consolidate with another company; or b. any party acquires: i. more than 50% of **your** issued share capital; ii. the majority of **your** voting rights; or iii. the right to appoint or remove a majority of **your** board of directors.
Changes to subsidiaries	8.	based upon, attributable to or arising out of any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place: a. before the date of creation or acquisition by **you** of such **subsidiary**; or b. after an entity ceases to be a **subsidiary**.
Financial advantage	9.	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.
Defined benefit pension schemes	10.	based upon, attributable to or arising out of an **insured person**'s operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.
Claims outside the applicable courts	11.	first brought outside the **applicable courts**. This exclusion also applies to proceedings in the **applicable courts** to enforce, or which are based on, a judgment or award from outside the **applicable courts**.

Defence costs only

12. other than **defence costs** for any **claim** covered under **What is covered**, **1. Claims against an insured person**, b. **Defence costs only**.

Special conditions

General terms

The General definitions, General conditions and General claims conditions set out in the **General terms and conditions** all apply equally to each **insured person** and to **you**, except for General condition 6, Premium payment which applies only to **you**.

General conditions 3 and 4 shall not apply to this section.

General condition 7. Cancellation shall only apply to this section at the end of the **period of insurance** or the anniversary date whichever comes first.

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** or **investigation** against such other **insured person**.

Severability of exclusions

When determining the applicability of the exclusions within **What is not covered**, the **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place of one **insured person** shall not be imputed onto any other **insured person** who neither committed nor condoned such **wrongful act**, act, incident or occurrence.

Extended notification period

If:

1. **we** or **you** refuse to renew this section of the **policy** for any reason other than non-payment of premium, administration, liquidation or insolvency; or
2. **you** merge or consolidate with another entity or any party acquires more than 50% of **your** issued share capital or the majority of **your** voting rights during the **period of insurance**;

you or any **insured person** may purchase an extended notification period, in accordance with the options stated below:

One-year period	50% of the annual premium for this section
Three-year period	100% of the annual premium for this section
Six-year period	200% of the annual premium for this section

If **you** do so, **we** will cover an **insured person** for any covered **claim**, **loss** or **investigation** arising during the extended notification period, subject to the terms and conditions of this section. **We** will not cover any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place after the end of the original **period of insurance**.

This extended notification period is only available if **we** receive written notice of purchase from **you** or an **insured person** and the premium is paid to **us** within 90 days following the end of the **period of insurance**.

If **you** or an **insured person** does so, the first paragraph 1a. under **Your obligations** in this section will then be amended to:

a. unless **you** or any **insured person** notifies **us** as soon as reasonably practicable and within the **period of insurance** or the extended notification period of the following:

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

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

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

1. cover under this section is continued solely as a result of the former directors special condition or an extended notification period;

2. this section of the **policy** is replaced or succeeded by any other policy providing directors' and officers' liability cover; or
3. this section or the **policy** is cancelled, other than by **you** on an anniversary date.

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

Management buy-outs

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

We will only provide such cover if the new company is domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar.

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

Former directors

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

1. this section shall only apply to **claims** or **investigations** arising from any **wrongful act**, act, incident or occurrence performed, or taking place, or alleged to have taken place prior to the date that the **insured person** ceased to be a director, partner, member or officer of **you**;
2. no similar insurance is effected elsewhere; and
3. this section or the **policy** has not been cancelled, other than by **you** on an anniversary date.

How much we will pay

The most **we** will pay for each **claim**, **loss**, **investigation**, or any other covered liability, including their **defence costs** and **legal representation costs** is the limit of indemnity stated in the schedule.

All **claims**, **losses**, **investigations**, or any other covered liabilities and circumstances likely to give rise to a **claim**, **loss**, **investigation**, or any other covered liability, which arise from the same original cause, a single source or a repeated or continuing shortcoming will be regarded as one claim under the **policy**. This includes **claims**, **losses**, **investigations**, and any other covered liabilities arising after, as well as during, the **period of insurance**.

Each **claim**, **loss**, **investigation**, or other covered liability shall be treated as first made when **we** receive notice of the first **claim**, **loss**, **investigation**, or other covered liability.

You must pay any relevant **excess** stated in the schedule.

Paying out the limit of indemnity

At any stage of a **claim**, **investigation**, or any other covered liability, **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 that **claim**, **loss**, **investigation** or any other covered liability.

Special limits

All special limits below are included within, and not in addition to, the limit of indemnity stated on the schedule.

The most **we** will pay in total for each item below is the corresponding amount stated in the schedule, regardless of the number of **claims**, **losses** or **investigations**, or any other covered liabilities:

Public relations expenses

1. **public relations expenses**;

Emergency defence costs

2. **emergency defence costs**;

Emergency legal representation costs

3. **emergency legal representation costs**;

Deprivation of assets expenses	4.	**deprivation of assets expenses**;
Personal tax liability	5.	cover under **What is covered**, **4. Additional covers**, v. Personal tax liability;
Bodily injury and property damage	6.	**defence costs** under **What is covered**, **1. Claims against an insured person**, b. **Defence costs only**, Bodily injury and property damage. This does not apply to **health and safety/manslaughter claims**;
Investigation mitigation costs	7.	**investigation mitigation costs**;
Pre-investigation costs	8.	**pre-investigation costs**;
Bail costs	9.	**bail costs**; and
Court attendance compensation	10.	court attendance compensation, including any court attendance compensation payable under any management liability sections of this **policy**.

Additional cover

The limit below is in addition to the limit of indemnity stated on the schedule.

Additional defence costs and legal representation costs

The most **we** will pay in total for all **defence costs** and **legal representation costs** under **What is covered**, **4. Additional cover**, vi. Additional defence costs and legal representation costs, is the amount stated in the schedule, regardless of the number of **claims** and **investigations**.

Your obligations

Notification

1. **We** will not make any payment under this section:
   a. unless **you** or any **insured person** notifies **us** as soon as reasonably practicable of the following within the **period of insurance** or at the latest within 90 days after it expires for any problem **you** or such **insured person** becomes aware of within the 30 days before expiry:
      i. the **insured person's** first awareness of any **wrongful act** that is likely to lead to a **claim**;
      ii. any **claim** or anything likely to lead to a **claim** against an **insured person**;
      iii. any **investigation** into **you** or an **insured person**;
      iv. the threat or commencement of any disqualification proceedings against any **insured person**; or
      v. the **insured person**'s first awareness of any act, omission or occurrence that is likely to lead to any other covered liability,
   b. to any **insured person** if, prior to the **period of insurance**, such **insured person** had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**.
2. 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 under this section

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**, **investigation**, or any other covered liability. **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**, **investigation**, or any other covered liability. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim**, **investigation**, or any other covered liability.

Where there is a dispute between **us** and any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **investigation**, or any other covered liability, the **insured person** 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**, **investigation**, or any other covered liability will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

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

If a **claim** or **investigation** is made which is not wholly covered by this section or is also made against an **insured person** and any other party which is not covered under this section, **we** 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.

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