

**INTERNET AND E-MAIL**

**Section wording :** 8678 WD-HSP-UK-JMIE(2)  
**Insurer:** Hiscox Insurance Company Limited  
**Limit of indemnity:** £ 100,000  
**Limit applies to :** in the aggregate including costs  
**Excess:** £ 500  
**Excess Applies to :** each claim or loss excluding defence costs  
**Geographical Limits :** Worldwide  
**Applicable Courts :** Worldwide excluding claims brought in USA/Canada

**Endorsements**

**257.0** Business performed in the past (I&E)

**PUBLIC AND PRODUCTS LIABILITY**

**Section wording :** 8693 WD-HSP-UK-UMMPL(1)  
**Insurer:** Hiscox Insurance Company Limited  
**Limit of indemnity:** £ 5,000,000  
**Limit applies to :** Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.  
**Excess:** £ 250  
**Excess Applies to :** each agreed claim for property damage only  
**Geographical Limits :** Worldwide excluding the USA and Canada  
**Applicable Courts :** Worldwide excluding claims brought in USA/Canada

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

Criminal defence costs	£ 2,000,000 in the aggregate including costs
Court attendance compensation - employees (per day)	£ 100
Court attendance compensation - directors (per day)	£ 250

**Special Excesses**

Property damage arising from the use of heat	£ 2,500 each and every claim
Safety critical rail work	£ 2,500 each and every claim

**EMPLOYERS LIABILITY**

**Section wording :** 8692 WD-HSP-UK-UMMEL(1)  
**Insurer:** Hiscox Insurance Company Limited  
**Limit of indemnity:** £ 10,000,000  
**Limit applies to :** All claims and their defence costs which arise from the same accident or event  
**Geographical Limits :** Worldwide  
**Applicable Courts :** England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

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

Criminal defence costs	£ 2,000,000
Court attendance compensation - directors (per day)	£ 250
Court attendance compensation - employees (per day)	£ 100
Terrorism	£ 5,000,000

**Endorsements**

- 3040.0** Employers' Liability Tracing Office (ELTO) and your data
- 3121.0** Employers liability insurance - mandatory information required

**ADDITIONAL INSURED**

**Additional insureds are not applicable to any Management Liability Portfolio Section present on schedule.  
For coverage under Management Liability Portfolio please refer to the relevant wording.**

Arkarius Bidco Limited	Covered on the same basis as the Insured.
Arkarius Group Limited	Covered on the same basis as the Insured.
Arkarius Midco Limited	Covered on the same basis as the Insured.
Arkarius Midco Limited	Covered on the same basis as the Insured.
Optionis Bidco Limited	Covered on the same basis as the Insured.
Optionis Management Limited	Covered on the same basis as the Insured.
Optionis Midco Limited	Covered on the same basis as the Insured.
Parasol Limited	Covered on the same basis as the Insured.
Parasol Management Ltd	Covered on the same basis as the Insured.

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

**Internet and e-mail: endorsements**

<b>Clause</b>	<b>257.0</b>	<b>Business performed in the past (I&amp;E)</b>
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**We** will not make any payment for any claim or loss which arises from any **business activity** performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before 31st August 2015.

**Employers' liability: endorsements**

<b>Clause</b>	<b>3040.0</b>	<b>Employers' Liability Tracing Office (ELTO) and your data</b>
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**Your policy** details will be added to the Employers Liability Database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the Employers' liability insurer of an employer at a particular point in time.

You can find out more:

- from **your** insurance adviser (if **you** have one); or
- by contacting **us**; or
- at [www.elto.org.uk](http://www.elto.org.uk).

<b>Clause</b>	<b>3121.0</b>	<b>Employers liability insurance - mandatory information required</b>
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**You** must provide **us** with the following information for each entity insured under this section of the **policy**:

1. Employer name; and
2. Full address of employer including postcode; and
3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, **you** must provide **us** with one of the following reasons:

- a. The entity has no employees; or
- b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. The entity is not registered in England, Wales, Scotland or Northern Ireland.

**You** must inform **us** immediately of any changes to the above information. This information is required by **us** to enable compliance with mandatory regulatory requirements for Employers' liability insurance.

**Endorsements which apply to whole policy**

<b>Clause</b>	<b>25.2</b>	<b>Continuous policy endorsement</b>
		<ol style="list-style-type: none"><li>1. <b>We</b> agree to give <b>you</b> continuous cover under this <b>policy</b>. To achieve this, all the references in this <b>policy</b> to <b>period of insurance</b> shall be for a continuous period starting with the date in the schedule, until either <b>you</b> or <b>we</b> cancel this <b>policy</b>. However, <b>you</b> must tell <b>us</b> as soon as reasonably practicable if any of the current actual figures exceed the maximum shown in the latest Duty of Disclosure Reminder.</li><li>2. Cancellation clause 5 in the General Terms and Conditions of this <b>policy</b> is replaced by the following:  <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro rata refund of the premium for the remaining portion of the period for which <b>you</b> have already paid. However, we will not refund any premium under £10.  <b>We</b> may also cancel the <b>policy</b> if any premium remains unpaid 21 days after the due date. In such cases <b>we</b> will cancel the <b>policy</b> by giving seven days' notice. Where <b>we</b> cancel the <b>policy</b> for non-payment of premium, cover will cease on the date the premium was due.</li><li>3. In view of the continuous nature of this <b>policy</b>, <b>we</b> may at <b>our</b> discretion amend its premium and/or terms and conditions and <b>we</b> will tell <b>you</b> of <b>our</b> intention to do so. If <b>you</b> are unhappy with <b>our</b> proposed amendments, <b>you</b> will have the option to decline to continue this insurance. <b>We</b> will give <b>you</b> at least 30 days' notice of any changes.</li></ol>

**Policy: HU PI6 9145201 (45)**

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

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

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

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

**Helpline number:** +44 (0)800 840 2269  
**Helpline hours:** 24 hours a day, 7 days a week

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

**Clause 6017.2 No claims rebate [Jelf Manson]**

**We shall allow you a rebate of 10% of the income earned by us during the period of insurance provided that at the annual renewal or anniversary date:**

- a) **we** have not received any notifications from **you** of any claims, incidents or circumstances likely to lead to a claim against **you**; and
- b) **you** are not aware of any circumstances likely to result in a claim; and
- c) **you** renew **your policy** with **us** for a further 12 months.

For the purpose of this endorsement, **income** means the total of the gross premium and any additional premiums for the **policy** less any returned premiums.

The rebate shall be calculated one month after the expiry of the **period of insurance** or anniversary date.

**Clause****Data Protection Act**

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

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



**Policy: HU PI6 9145201 (45)**

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**INFORMATION ABOUT US**

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

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

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**Insurers**

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

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



# Umbrella Choice

Professional Insurance Portfolio



Arranged by

**Jelf** | Manson

Your business. Our focus.

Underwritten by  **HISCOX**



## Jelf Manson Professional insurance portfolio for umbrella companies

### Policy wording

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

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

Signed for and on behalf of Hiscox Underwriting Limited:

**Steve Langan**

Managing Director, Hiscox UK

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

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#### **Complaints procedure**

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

Hiscox Customer Relations  
Hiscox House  
Sheepen Place  
Colchester  
CO3 3XL

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

Complaints that cannot be resolved by the Hiscox Customer Relations department may then be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to **your** right to take legal proceedings.

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<b>General definitions</b>	Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> . The words defined below are used throughout this <b>policy</b> . Any other definitions are shown in the section to which they apply.
<b>Asbestos risks</b>	<ol style="list-style-type: none"><li>a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>b. exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos</li></ol>
<b>Business</b>	<b>Your</b> business or profession as shown in the schedule. <b>Your</b> business also includes: <ol style="list-style-type: none"><li>a. the maintenance of property and premises owned or occupied by <b>you</b>;</li><li>b. the provision and management of canteen, social, sports and welfare organizations for the benefit of <b>your</b> employees;</li><li>c. the provision of first aid, security, fire and ambulance services where these are incidental to <b>your</b> business or profession as shown in the schedule;</li><li>d. any private work for any partner or director or senior manager of <b>you</b> carried out by any of <b>your</b> employees within the <b>geographical limits</b>.</li><li>e. Participation in exhibitions within the <b>geographical limits</b>.</li></ol>
<b>Confiscation</b>	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
<b>Date recognition</b>	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Nuclear risks</b>	<ol style="list-style-type: none"><li>a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;</li><li>b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component of such assembly;</li><li>c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</li></ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Terrorism</b>	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"><li>a. is committed for political, religious, ideological or similar purposes; and</li><li>b. is intended to influence any government or to put the public, or any section of the public, in fear; and</li><li>c.<ol style="list-style-type: none"><li>i. involves violence against one or more persons; or</li><li>ii. involves damage to property; or</li><li>iii. endangers life other than that of the person committing the action; or</li></ol></li></ol>

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## General terms and conditions

	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.
<b>Virus</b>	A piece of unauthorised executable code which propagates itself through <b>your</b> computer system or network.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We / us / our</b>	The insurers named in the schedule.
<b>You / your</b>	The insured named in the schedule.

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<b>Conditions precedent</b>	General Conditions 2, 3 and 4 below, General Claims Condition 1 and the conditions shown in each section under the heading <b>Your obligations</b> are all conditions precedent to <b>our</b> liability. <b>We</b> will not make any payment under this insurance unless <b>you</b> comply with all the requirements of those conditions.
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<b>General conditions</b>	The following conditions apply to the whole of this <b>policy</b> . Any other conditions are shown in the section to which they apply.
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Basis of insurance	1. Because of its importance, all information which <b>you</b> or anyone on <b>your</b> behalf provided before <b>we</b> agreed to insure <b>you</b> is incorporated into and forms the basis of this <b>policy</b> .  All facts and matters which might be relevant to <b>our</b> consideration of <b>your</b> proposal must be disclosed and all material representations made to <b>us</b> must be true, otherwise <b>we</b> are entitled to treat this insurance as if it had never existed.
Change of circumstances	2. <b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b> . (A material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance.) <b>We</b> may then change the terms and conditions of this <b>policy</b> .
Due diligence	3. <b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair.
Premium payment	4. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b> have paid the premium.
Cancellation	5. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a refund of the premium for the remaining period.  If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b> . In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b> . <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.
Multiple insureds	6. The most <b>we</b> will pay is the relevant amount shown in the schedule.  If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b> .  <b>You</b> agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b> .
Aggregate limit	7. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b> .  If the <b>period of insurance</b> is continuous, the aggregate limit will apply to all relevant claims or losses covered under the <b>policy</b> during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.

## General terms and conditions

Rights of third parties	8. <b>You and we</b> are the only parties to this <b>policy</b> . Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	9. This <b>policy</b> does not cover any loss or claim where <b>you</b> or anyone supplied by <b>you</b> under contract would be entitled to be paid under any other insurance or compensation scheme if this <b>policy</b> did not exist.
Governing law	10. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.
Arbitration	11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

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### General claims conditions

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

Your obligations	<ol style="list-style-type: none"><li>1. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b>:<ol style="list-style-type: none"><li>a. give <b>us</b> prompt notice of anything which is likely to give rise to a claim under this <b>policy</b>, in accordance with the terms of each section;</li><li>b. give <b>us</b>, at <b>your</b> expense, any information which <b>we</b> may reasonably require and co-operate fully in the investigation of any claim under this <b>policy</b>;</li><li>c. 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;</li><li>d. give <b>us</b> all assistance which <b>we</b> may reasonably require to pursue recovery of amounts <b>we</b> may become liable to pay under this <b>policy</b>, in <b>your</b> name but at <b>our</b> expense.</li></ol></li></ol>
Fraud	<ol style="list-style-type: none"><li>2. If <b>you</b>, or anyone on <b>your</b> behalf, tries to deceive <b>us</b> by deliberately giving <b>us</b> false information or making a fraudulent claim under this <b>policy</b> then <b>we</b> will treat this <b>policy</b> as if it had never existed.</li></ol>

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

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**Special definitions for this section**

<b>Computer system</b>	<b>Your</b> own computer network, including any third party software programs.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Hacker</b>	Anyone who specifically and maliciously targets <b>you</b> and gains access to the <b>website</b> via the internet or other external electronic link, solely by circumventing electronically the security systems in place to protect against such access. A hacker does not include: a. any director or partner of <b>yours</b> or any sub-contractor, self-employed freelancer or third party on <b>your</b> premises without permission; b. anyone who gains access directly through either any computer, computer system or network of <b>yours</b> or the physical possession of any password or other security code.
<b>Website</b>	Any website(s), intranet or extranet where <b>you</b> have full control over the content and which <b>you</b> run for the promotion of <b>your</b> own <b>business</b> .
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or officer or senior manager in actual control of <b>your</b> operations.

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**What is covered**

Claims against you	<p>If during the <b>period of insurance</b>, and as a result of <b>your</b> business, any party brings a claim against <b>you</b> arising from:</p> <ol style="list-style-type: none"><li>the content of <b>your</b> email, intranet, extranet or <b>website</b> (including its domain name, metatags and hyperlinks and the marketing and advertising of <b>your</b> business on the <b>website</b>), including alterations or additions made by a <b>hacker</b>, but not connected with any professional business activity for a client, and due to:<ol style="list-style-type: none"><li><b>your</b> infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;</li><li>any defamatory statement on <b>your website</b> or in <b>your</b> email, including any defamatory statement concerning a client or business competitor of <b>yours</b>;</li><li><b>your</b> breach of confidence or infringement of any right to privacy;</li></ol></li><li><b>your</b> negligent transmission of a computer <b>virus</b>, worm, logic bomb or Trojan horse to anyone with whom <b>you</b> do business or who uses <b>your website</b> in the course of their business;</li><li>the negligent transmission of a computer <b>virus</b>, worm, logic bomb or Trojan horse to anyone with whom <b>you</b> do business or who uses <b>your website</b> in the course of their business by anyone supplied to a client by <b>you</b> under contract;</li><li><b>your</b> unauthorised collection or misuse of any data concerning any customer or potential customer of <b>yours</b> which is either confidential or subject to statutory restrictions on its use and which <b>you</b> obtained through the internet or extranet or <b>website</b> and hold electronically;</li><li>a third party's good faith reliance on a <b>hacker's</b> fraudulent use of <b>your</b> encrypted electronic signature, encrypted electronic certificate, email or <b>website</b> where there was a clear intention to cause <b>you</b> loss or obtain a personal gain for the <b>hacker</b>,</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will also pay <b>defence costs</b>, but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
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Your losses from vandalism

If, during the **period of insurance**, a **hacker** damages, destroys or alters **your website or computer system**, **we** will pay the reasonable and necessary costs and expenses **you** incur with **our** prior written consent to repair or replace the affected part of the **website or computer system** to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before it was damaged, destroyed or altered.

If, during the **period of insurance**, a **hacker** threatens to damage **your website** in a way which would be covered by this section, **we** will indemnify **you** against the ransom paid with our prior written consent or, if the demand is for goods or services, their market value at the time of surrender. **We** will only indemnify **you** in this way if **you** can demonstrate to **us** that the ransom has been surrendered under duress and that before agreeing to its payment **you** took all reasonable efforts to determine that the threat was genuine and not a hoax and to ensure that at least one of **your** senior officers agreed to the ransom's payment.

If a claim arises from the cover provided in either of the two immediately preceding paragraphs **we** will also pay any advertising or publicity expenses reasonably and necessarily incurred, and with our prior permission, in contacting any people who attempted to use the **website** while it was damaged, destroyed or altered.

### What is not covered

Matters specific to your business

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. any **virus**, worm, logic bomb or Trojan horse written or created by **you**, **your** employee or any self-employed freelancer directly contracted to **you** and under **your** supervision.
  2. any **virus**, worm, logic bomb or Trojan horse which indiscriminately replicates itself and is automatically disseminated on a global or national scale, or to an identifiable class or sector of users, unless specifically passed on to **you** by a **hacker** of **your website or computer system**.
  3. the infringement of any patent.
  4. any unauthorised or fraudulent use of any credit, debit, charge or store card.
  5. the use or provision of any games, or any gaming, gambling, lottery or auctioneering facilities or services.
  6. the failure or interruption of the service provided by an internet service provider or any telecommunications or other utility provider.
  7. any pornographic, sexually explicit or obscene material unless arising directly from the activities of a **hacker**.
  8. any defamatory statement concerning any partner, director or employee of **yours** or a self-employed freelancer directly contracted to **you** and under **your** supervision.
  9. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
  10. any data or software unique to your company.

Matters insurable elsewhere

11. the death or any bodily or mental injury or disease suffered by anyone.
12. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
13. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
14. **your** supply, manufacture, sale, installation or maintenance of any product.

Deliberate, reckless or dishonest acts

15. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
16. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.

Date recognition.

17. **date recognition**.

War, terrorism and nuclear

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

	B. <b>We</b> will not make any payment for:
Pre-existing problems	1. any claim, potential claim or loss or payment which could be made under this section which <b>you</b> knew about, or ought reasonably to have known about, before <b>we</b> agreed to insure <b>you</b> .
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages. 3. any trading loss or trading liability including those arising from the loss of any client, account or business.
Claims outside the applicable courts	4. 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

The most **we** will pay for the total of all claims, their **defence costs** and **your** own losses is the limit of indemnity shown in the schedule irrespective of the number of claims or losses. However, the most **we** will pay for **your** own losses from vandalism, including any advertising or publicity expenses, is the amount shown in the schedule. This does not increase the limit of indemnity. **You** must pay the relevant **excess** shown in the schedule.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes such claims and losses arising after, as well as during, the **period of insurance**.

Paying out the limit of indemnity

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

### Your obligations

#### If a problem arises

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

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
  - a. **your** first awareness of any matter which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.  
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
  - b. any claim or threatened claim against **you**;
  - c. **your** first awareness of any fraud, threatened fraud or suspicion of fraud involving **your website**, electronic signature or electronic mail;
  - d. any damage, destruction or alteration to **your website** or **computer system**;
  - e. **your** first awareness of any threat to damage **your website**.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment without **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.
3. if **you** do not inform the police of any ransom demand as soon as is practicable.

Computer systems protection and back-ups

**We** will not make any payment under this section if **you** have failed to:

- a. take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to **your computer system**, network, electronic link or **website**;
- b. make back-up copies of any data, file or program at reasonably frequent intervals;





## Jelf Manson internet and email

### Policy wording

- c. cancel any user name, password or other security protection after **you** knew or had reasonable grounds to suspect that it had been made available to any unauthorised person.

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### Control of defence

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

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

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## Special definitions for this section

<b>Bodily injury</b>	Death or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Employee</b>	Any person working for <b>you</b> in connection with <b>your</b> business who is: a. employed by <b>you</b> under a contract of service or apprenticeship; b. hired or borrowed by <b>you</b> ; c. self-employed and working on a labour only basis; d. engaged by labour only sub contractors; e. a labour master or person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper.
<b>Personal injury</b>	False arrest, detention, or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You / your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

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## What is covered

Claims against you	If, as a result of <b>your business</b> , any party brings a claim against <b>you</b> for: a. <b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b> ; b. <b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b> , <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation. This includes a claim against any <b>employee</b> of <b>you</b> when they are acting on <b>your</b> behalf in whatever capacity. <b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.
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Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners or any <b>employee</b> or spouse of such person against legal liability as a result of <b>bodily injury, property damage or personal injury</b> incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man other than:</p> <ol style="list-style-type: none"><li>where indemnity arises out of the ownership or occupation of land or buildings;</li><li>where indemnity is provided by any other insurance.</li></ol>
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against <b>your</b> principal and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to the principal that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ol style="list-style-type: none"><li>has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li><li>has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li><li>gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li></ol>
Criminal proceedings	<p>If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of any health and safety statute or regulation, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> or any <b>employee</b>. This includes proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007, the Food Safety Act 1990 and Consumer Protection Act 1987 or any equivalent legislation in the Isle of Man or Channel Islands.</p>
Cross liabilities	<p>If more than one insured is named in the schedule, <b>we</b> will deal with any claim as though a separate policy had been issued to each of them provided that <b>our</b> liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.</p>
Court attendance compensation	<p>If any person within the definition of <b>you</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day that their attendance is required by <b>our</b> solicitor.</p>
Motor contingent liability	<p>If any party brings a claim against <b>you</b> for <b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b> and arising from any mechanically propelled vehicle or its trailer being used in connection with <b>your business</b> within the <b>geographical limits</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will not make a payment for any motor contingent liability claim:</p> <ol style="list-style-type: none"><li>arising from any mechanically propelled vehicle or its trailer which is:<ol style="list-style-type: none"><li>owned by <b>you</b>;</li><li>loaned, leased hired or rented to <b>you</b>;</li><li>provided by <b>you</b>;</li><li>being driven by <b>you</b>.</li></ol></li><li>for <b>property damage</b> to the mechanically propelled vehicle or its trailer or to any goods carried in or on the mechanically propelled vehicle or its trailer.</li><li>arising from the mechanically propelled vehicle being driven by <b>you</b> when <b>you</b> do not hold a licence to drive the vehicle.</li></ol>
Personal representatives	<p>In the event of the death of anyone included within the definition of <b>you</b>, <b>we</b> will indemnify the personal representatives of the deceased person against any claim, which falls within the scope of <b>What is covered</b>, in the same manner and to the same extent as <b>we</b> would have indemnified the deceased person, provided that the personal representatives observe, fulfil and adhere to the terms and conditions of this <b>policy</b> where they could reasonably be expected to do so.</p>

First aid and medical	If, as a result of <b>your business</b> , any party brings a claim against <b>you</b> for <b>bodily injury</b> caused to that party occurring during the <b>period of insurance</b> and arising out of the actions of an <b>employee</b> administering first aid or other medical arrangements, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation. The amount <b>we</b> will pay will include <b>defence costs</b> . <b>We</b> will not make any payment where the <b>employee</b> is a medical practitioner.
Representation costs	<b>We</b> will pay legal fees incurred with <b>our</b> consent to represent <b>you</b> at any Coroners inquest or fatal accident enquiry in respect of any death directly relating to any actual or potential claim under this section.
Residual employers' liability	<p><b>We</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation arising out of <b>bodily injury</b> to an <b>employee</b> occurring during the <b>period of insurance</b> whilst engaged in the course of <b>your business</b> in an overseas territory where <b>your</b> legal liability is compulsorily insurable under an employers' liability or workers' compensation law.</p> <p><b>We</b> will also pay any amount for which <b>you</b> are liable arising from the exercise of rights of recovery against <b>you</b> by any state social security or similar scheme.</p> <p><b>We</b> will not make a payment where:</p> <ol style="list-style-type: none"> <li>a. <b>bodily injury</b> is sustained offshore. An <b>employee</b> is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform;</li> <li>b. <b>bodily injury</b> is sustained within Great Britain or Northern Ireland;</li> <li>c. <b>bodily injury</b> arises directly or indirectly from <b>asbestos risks</b>.</li> </ol>

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**What is not covered**

Property for which you are responsible	<p>A. <b>We</b> will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> <li>1. loss of or damage to any property belonging to <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to: <ol style="list-style-type: none"> <li>a. <b>employees'</b> or visitors' vehicles or effects while on <b>your</b> premises;</li> <li>b. premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your business</b>;</li> <li>c. premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement.</li> </ol> </li> <li>2. the ownership, possession or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. <p>This does not apply to:</p> <ol style="list-style-type: none"> <li>a. any <b>tool of trade</b>;</li> <li>b. the unauthorised movement by <b>you</b> or on <b>your</b> behalf on <b>your</b> premises of any mechanically propelled vehicles and their trailers;</li> <li>c. the loading or unloading of any vehicle off the highway;</li> <li>d. any claim covered under <b>What is covered</b>, Motor contingent liability.</li> </ol> </li> </ol>
Injury to employees	<ol style="list-style-type: none"> <li>3. <b>bodily injury</b> to any <b>employee</b> other than as covered under <b>What is covered</b>, Residual employers' liability.</li> </ol>
Pollution	<ol style="list-style-type: none"> <li>4. <ol style="list-style-type: none"> <li>a. <ol style="list-style-type: none"> <li>i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or</li> <li>ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b>, unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b>;</li> </ol> </li> <li>b. any <b>pollution</b> occurring in the United States of America or Canada.</li> </ol> </li> </ol>

Computer virus	5. transmission of a computer <b>virus</b> .
Professional advice	6. designs, plans, specifications, formulae or advice prepared or given by <b>you</b> or <b>your employees</b> for a fee or where a fee would normally be payable.
Your products	7. the costs of repairing, reconditioning or replacing any <b>product</b> or any of its parts. 8. any of <b>your products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with the navigation, flying capabilities or safety of such aircraft, including missiles or spacecraft.
Failure to take reasonable care	9. <b>your</b> failure: <ul style="list-style-type: none"> <li>a. to exercise reasonable care to ensure that only competent <b>employees</b> are employed; or</li> <li>b. to take all reasonable steps to avoid <b>bodily injury</b> or <b>property damage</b>; or</li> <li>c. to take all reasonable steps to comply with all statutory and other obligations imposed by any authority; or</li> <li>d. to maintain the <b>business premises</b> and all ways, works, machinery and plant in good condition; or</li> <li>e. in the event of the discovery of any defect or danger to ensure that any such defect or danger be made good or remedied and in the meantime to ensure that any additional precautions be taken as the circumstances may require.</li> </ul>
Deliberate or reckless acts	10. any act, breach, omission or infringement <b>you</b> deliberately, spitefully or dishonestly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Date recognition	11. <b>date recognition</b> .
War and nuclear	12. <b>war</b> or <b>nuclear risks</b> .
Asbestos	13. <b>asbestos risks</b> .
Use of heat away from premises	B. The following are conditions precedent to <b>our</b> liability. <b>We</b> will not make any payment under this insurance unless all of the following requirements in respect of the use or application of heat by <b>you</b> or <b>your employees</b> away from the <b>business premises</b> are fully complied with: <ol style="list-style-type: none"> <li>1. Before starting work involving the use or application of heat: <ul style="list-style-type: none"> <li>a. <b>You</b> or <b>your employees</b> on site shall make themselves fully aware of the written risk assessment and the location of the site's fire alarms, if any, and ensure that at least two adequate and appropriate fire extinguishers, in proper working order, are kept within ten metres of the use of or application of heat;</li> <li>b. <b>you</b> or <b>your employees</b> shall examine all property within five metres of the use of or application of heat (including adjoining shafts or openings and the area on the other side of any wall or partition) and ensure that all combustible materials are removed from this area. Combustible materials which cannot be removed must be covered and fully protected by screens of non-combustible material.</li> </ul> </li> <li>2. During the process of work involving the use or application of heat: <ul style="list-style-type: none"> <li>a. <b>you</b> or <b>your employees</b> shall ensure that an observer is appointed to watch for signs of smoke or smouldering or flames;</li> <li>b. <b>you</b> or <b>your employees</b> shall ensure that the use of all equipment is carried out strictly in accordance with the manufacturer's instructions including not being lit until immediately before use and extinguished immediately after use. No piece of lighted equipment shall be left unattended;</li> <li>c. <b>you</b> or <b>your employees</b> shall ensure that any gas cylinders not required for immediate use are kept outside the building in which the use of application of heat is taking place and at least 15 metres from the point of application of heat;</li> </ul> </li> </ol>

- d. **you** or **your employees** shall ensure that any use of asphalt, bitumen, tar, pitch or lead heaters is carried out in the open in a vessel designed for the purpose and the vessel must be placed on a non-combustible heat insulating base.
- 3. Upon completion of work involving the use or application of heat, **you** or **your employees** shall ensure that a continuous examination of the area within 15 metres of the use of or application of heat (including the area on the other side of any wall or partition) is carried out for at least one hour.
- C. **We** will not make any payment for:

Non-compensatory payments

- 1. fines and contractual penalties, punitive or exemplary damages.

Claims outside the applicable courts

- 2. any claim, including arbitration, brought outside the countries set out in the schedule under Applicable Courts.

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

## How much we will pay

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

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

## Special limits

Products

- a. For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.

Pollution

- b. For claims arising from **pollution**, 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. **You** must pay the relevant **excess** shown in the schedule.

Claims brought in USA/Canada

- c. For claims brought in the United States of America or Canada, other than residual employers' liability claims, 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.

Representation costs

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

Residual employers' liability

- e. For residual employers' liability claims, **we** will indemnify **you** in respect of amounts for which **you** are liable in excess of whichever is the greater of:
  1. USD \$1,000,000 for claims brought in the United States of America or any territory within its jurisdiction; or
  2. £500,000 for claims brought elsewhere in the world; or
  3. the limit of indemnity provided by the employers' liability or workers' compensation policy arranged by **you**; or
  4. the applicable minimum limit required by law in the territory where the **bodily injury** occurred.

The most **we** will pay for residual employers liability is £1,000,000 in total for the **period of insurance**.

Criminal proceedings costs

- f. 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

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

1. **you** or **your** partner or director: £250
2. any other **employee**: £100

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

Terrorism

h. For claims arising from **terrorism**, the most **we** will pay is £2,000,000 each and every claim or any other amount specified in the schedule, whichever is the lower. **We** will also pay for **defence costs**.

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

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**.

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## Your obligations

### If a problem arises

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

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**.
2. unless **you** notify **us** as soon as practicable of:
  - a. **your** discovery that **products** are defective;
  - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Correcting problems

**We** will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

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## Control of defence

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

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

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### Special definitions for this section

<b>Bodily injury</b>	Death or any bodily or mental injury or disease.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Employee</b>	Any person working for <b>you</b> in connection with <b>your business</b> who is: <ul style="list-style-type: none"><li>a. employed by <b>you</b> under a contract of service or apprenticeship;</li><li>b. hired to or borrowed by <b>you</b>;</li><li>c. self-employed and working on a labour only basis;</li><li>d. engaged by labour only sub contractors;</li><li>e. a labour master or a person supplied by him;</li><li>f. engaged under a work experience or training scheme;</li><li>g. a voluntary helper.</li></ul>
<b>Terrorism</b>	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.

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### What is covered

Claims against you	<p>If any <b>employee</b> brings a claim against <b>you</b> for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of their work for <b>you</b> within the <b>geographical limits</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>The amount <b>we</b> pay will include <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	<p>If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of health and safety statute or regulation, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b>. This includes proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or Channel Islands.</p>
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against a customer of <b>your business</b> for whom you are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ul style="list-style-type: none"><li>a. has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>b. accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li><li>c. has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li><li>d. gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li></ul>
Indemnity to directors and employees	<p>If as a result of <b>your business</b> any party brings a claim which falls within the scope of <b>What is covered</b> against <b>your</b> directors or <b>employees</b>, <b>we</b> will treat such claim as if it were against <b>you</b> where <b>you</b> request <b>us</b> to do so.</p>



Unsatisfied court judgments	<p>If any <b>employee</b> obtains a judgment for damages following <b>bodily injury</b> against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than 6 months, <b>we</b> will pay to the <b>employee</b> at <b>your</b> request the amount of any unpaid damages and awarded costs provided that:</p> <ol style="list-style-type: none"> <li>a. the <b>bodily injury</b> is caused during the <b>period of insurance</b> and arises out of and in the course of his or her employment in <b>your business</b>; and</li> <li>b. <b>we</b> would have covered <b>your</b> liability if <b>you</b> had caused the <b>bodily injury</b>; and</li> <li>c. there is no appeal outstanding; and</li> <li>d. the <b>employee</b> assigns his or her judgment to <b>us</b>.</li> </ol>
<b>Additional cover</b>	
Court attendance compensation	<p>If any person within the definition of <b>you</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day, that their attendance is required by <b>our</b> solicitor.</p>
Personal representatives	<p>In the event of <b>your</b> death <b>we</b> will indemnify <b>your</b> personal representatives against any claim which falls within the scope of <b>What is covered</b>, provided that <b>your</b> personal representatives observe, fulfil and adhere to the terms and conditions of this <b>policy</b> where they are able to do so.</p>
Representation costs	<p><b>We</b> will pay legal fees incurred with <b>our</b> consent to represent <b>you</b> at any Coroners inquest or fatal accident enquiry in respect of any death directly relating to any actual or potential claim under this section.</p>
First aid and medical	<p>If any <b>employee</b> brings a claim against <b>you</b> for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of actions of any <b>employee</b> administering first aid or medical arrangements, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation. The amount <b>we</b> pay will include <b>defence costs</b>. <b>We</b> will not make any payment where the <b>employee</b> administering first aid or medical arrangements is a medical practitioner.</p>

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### What is not covered

Offshore	<p>A. <b>We</b> will not make any payment for:</p> <ol style="list-style-type: none"> <li>1. Any claim or loss directly or indirectly due to:           <ol style="list-style-type: none"> <li>a. any <b>bodily injury</b> caused to any of <b>your employees</b> while they are offshore. An <b>employee</b> is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.</li> <li>b. any <b>bodily injury</b> to any <b>employee</b> while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where <b>you</b> are entitled to indemnity from any other source.</li> </ol> </li> </ol>
Road traffic legislation	
Claims outside the applicable courts	<ol style="list-style-type: none"> <li>2. Any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.           <p style="margin-left: 20px;">This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p> </li> </ol>

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### How much we will pay

**We** will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

#### Special limits

Terrorism	<p>The most <b>we</b> will pay for claims and their <b>defence costs</b> arising from <b>terrorism</b> is the amount shown in the schedule. If <b>we</b> decide that this limit applies to a claim, it is <b>your</b> responsibility to prove that the claim does not arise from <b>terrorism</b>.</p>
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Criminal proceedings costs	<b>We</b> will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .
Court attendance compensation	<b>We</b> will pay <b>you</b> the following compensation for each day, or part day: <ol style="list-style-type: none"><li>1. <b>you</b> or <b>your</b> partner or director £250</li><li>2. any other <b>employee</b> £100</li></ol> The most <b>we</b> will pay for the total of all court attendance compensation is £10,000.
Representation costs	The most <b>we</b> will pay for representation costs is the amount shown in the schedule. This applies to all costs incurred in relation to any and all deaths occurring during the <b>period of insurance</b> .

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## Your obligations

If a problem arises	<b>We</b> will not make any payment under this section: <ol style="list-style-type: none"><li>1. unless <b>you</b> notify <b>us</b> promptly of any claim or threatened claim against <b>you</b>;</li><li>2. unless <b>you</b> notify <b>us</b> as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body;</li><li>3. if, when dealing with <b>your employee</b> or a third party, <b>you</b> admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement.</li></ol>
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## Control of defence

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

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## Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, 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.