

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

### Special definitions for this section

<b>Abuse or molestation</b>	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
<b>Abuse or molestation retroactive date</b>	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Computer system</b>	Any computer network, hardware, software, information technology and communications system, including any email, intranet, extranet, website or data held electronically.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Drone</b>	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
<b>Employee</b>	Any person working for <b>you</b> in connection with <b>your business</b> who is: <ol style="list-style-type: none"> <li>employed by <b>you</b> under a contract of service or apprenticeship;</li> <li>hired to or borrowed by <b>you</b>;</li> <li>under <b>your</b> control or supervision and is self-employed or working on a labour-only basis;</li> <li>engaged by labour-only sub-contractors;</li> <li>a labour master or a person supplied by him;</li> <li>engaged under a work experience or training scheme;</li> <li>a voluntary worker engaged with <b>your</b> permission.</li> </ol>
<b>Inefficacy</b>	The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.
<b>Misuse of a computer system</b>	Any unauthorised or malicious act, or threat of any unauthorised or malicious act, involving the use or operation or processing of or access to any <b>computer system</b> .
<b>Personal injury</b>	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation. This does not include <b>drones</b> .
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> director, partner, trustee, committee member, senior manager or officer in actual control of <b>your</b> operations.

### What is covered

## Public and products liability (venue)

### Policy wording

Claims against you	<p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"> <li><b>bodily injury</b>, other than <b>abuse or molestation</b>, or <b>property damage</b> occurring during the <b>period of insurance</b>;</li> <li><b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>,</li> </ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any <b>employee</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Abuse or molestation claims	<p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> during the <b>period of insurance</b> for <b>abuse or molestation</b> committed after the <b>abuse or molestation retroactive date</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any <b>employee</b> when they are acting on <b>your</b> behalf in whatever capacity. However, <b>we</b> will not in any event provide cover to any party who commits, condones or ignores any <b>abuse or molestation</b>.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners, trustees, committee members, <b>employees</b> or the spouse of any such person against legal liability as a result of <b>bodily injury</b>, <b>property damage</b> or <b>personal injury</b>, which falls within the scope of <b>What is covered</b>, Claims against you, incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than where such liability:</p> <ol style="list-style-type: none"> <li>arises out of: <ol style="list-style-type: none"> <li>any loss of a third-party's key or electronic pass card;</li> <li>any failure to secure a third-party's premises;</li> <li>the ownership or occupation of land or buildings; or</li> </ol> </li> <li>is covered 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 any:</p> <ol style="list-style-type: none"> <li>party individually stated in the Public and products liability section of the schedule under Named third parties; or</li> <li>other party with whom <b>you</b> have entered into a contract or agreement in connection with <b>your business</b>;</li> </ol> <p>and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if it had been made against <b>you</b> and make the same payment to such party that <b>we</b> would have made to <b>you</b>, provided that they:</p> <ol style="list-style-type: none"> <li>have not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li> <li>accept that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li> <li>have not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li> <li>give <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li> </ol>
Cross liabilities	<p>If more than one insured is named in the schedule, <b>we</b> will deal with any claim as though a separate policy had been issued to each of them provided that <b>our</b> liability in the aggregate shall not exceed the applicable limit of indemnity stated in the schedule.</p>
Criminal proceedings costs	<p>If, during the <b>period of insurance</b>, any governmental, administrative or regulatory body brings any criminal or regulatory action or proceedings against <b>you</b> or any <b>employee</b> directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action or proceedings. However, <b>we</b> will only pay the costs incurred to defend any allegations of <b>abuse or molestation</b> covered under this section up to the date of any judgment or other final adjudication against the <b>employee</b> or an admission by</p>

## Public and products liability (venue)

### Policy wording

the **employee** that an act of **abuse or molestation** did occur.

#### Loss of third-party keys

If, during the **period of insurance** and as a result of **your business**, **you** lose any key or electronic pass card belonging to a third-party for which **you** are legally responsible, and that party brings claim against **you**, **we** will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards.

#### Failure to secure third-party premises

If, during the **period of insurance**, **you** fail to secure the premises of a third-party where **you** have been carrying out **your business**, and that party brings claim against **you**, **we** will pay the sums **you** have to pay as compensation to such third-party, provided that **you** have taken reasonable steps to secure the premises as required by that third-party.

#### Unauthorised use of third-party telephones by your employees

If, during the **period of insurance** and as result of **your business**, any of **your employees** uses a third-party's telephone system without authority, including any mobile or internet-based telephone network and that party brings claim against **you**, **we** will pay the sums **you** have to pay as compensation to such third-party, provided that **we** are notified within three months of the unauthorised use.

#### Defamation and intellectual property rights

If as a result of **your business**, any party brings a claim against **you** for:

- a. defamation; or
- b. infringement of intellectual property rights;

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.

However, **we** will not make any payment for:

- i. any claim directly or indirectly due to any statement which **you** knew, or ought reasonably to have known, was defamatory at the time of publication;
- ii. any claim directly or indirectly due to any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret;
- iii. any claim brought by any person falling within the definition of **you** or any party with a financial, executive or managerial interest in **you**;
- iv. **your** lost profit, mark-up or liability for VAT or its equivalent; or
- v. fines, contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages or additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any similar or successor legislation.

#### Defective Premises Act

If, during the **period of insurance**, **you** dispose of any premises in connection with **your business** and any party brings a claim against **you** under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (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.

#### Additional cover

##### Court attendance compensation

If any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or any other **employee** 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 part of a claim or loss directly or indirectly due to:

##### Property for which you are responsible

1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
  - a. vehicles or personal effects belonging to **your employees** or visitors, while on **your**

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	premises;
	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> ;
	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;
	d. loss of a third-party's keys or electronic pass cards.
	2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, <b>drone</b> , hovercraft, self-balancing motorised scooter, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.
	This does not apply to:
	a. any <b>tool of trade</b> ;
	b. the loading or unloading of any vehicle off the highway.
Injury to employees	3. <b>bodily injury</b> to any: <ul style="list-style-type: none"> <li>a. <b>employee</b>; or</li> <li>b. person supplied by <b>you</b> to a client under contract which occurs anywhere other than at <b>your</b> premises.</li> </ul>
Pollution	4. a. i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or <ul style="list-style-type: none"> <li>ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <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> </ul> b. any <b>pollution</b> occurring in the United States of America or Canada.
Misuse of a computer system	5. any <b>misuse of a computer system</b> or transmission of a computer <b>virus</b> .
Professional advice	6. designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by <b>you</b> .
Treatment or care	7. the provision of or failure to provide any treatment or care or a person or animal, other than the provision of first aid in connection with <b>your business</b> .
Tour operator's liability	8. any <b>business</b> activity where <b>you</b> are deemed in law to be liable, purely as a result of: <ul style="list-style-type: none"> <li>a. the Package Travel, Package Holidays and Package Tours Regulations 1992;</li> <li>b. any similar or successor legislation; or</li> <li>c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.</li> </ul>
Your products	9. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts. <ul style="list-style-type: none"> <li>10. a. any <b>products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b>;</li> <li>b. any <b>products</b> installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or <b>products</b>;</li> <li>c. any <b>products</b> relating to <b>drones</b> or self-balancing motorised scooters.</li> </ul>
Inefficacy	11. <b>inefficacy</b> .
Deliberate or reckless acts	12. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type

	than could reasonably have been anticipated.
Placed personnel	13. the actions of any person supplied by <b>you</b> to a client under contract.
Contracts	14. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
War or nuclear	15. <b>war or nuclear risks</b> .
Terrorism	16. <b>terrorism</b> .
Asbestos	17. <b>asbestos risks</b> .
	B. <b>We</b> will not make any payment for:
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Geographical limits	4. any claim brought against <b>you</b> : a. resulting from any work <b>you</b> undertake in any country outside the <b>geographical limits</b> ; or b. for <b>bodily injury</b> or <b>property damage</b> , arising from any <b>products</b> , occurring in any country outside the <b>geographical limits</b> .
Excess	5. the amount of any relevant <b>excess</b> .

### How much we will pay

**We** will pay up to the limit of indemnity stated 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 relevant **excess** stated in the schedule 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

Abuse or molestation	For claims brought against <b>you</b> for <b>abuse or molestation</b> , the most <b>we</b> will pay is the amount stated in the schedule for the total of all such claims and their <b>defence costs</b> .
Products	For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> .
Pollution	For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount stated in the schedule.
Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> .
Criminal proceedings costs	The most <b>we</b> will pay for the costs to defend criminal or regulatory actions or proceedings is the amount stated in the schedule. This applies to all actions and proceedings brought against <b>you</b> and <b>your employees</b> during the <b>period of insurance</b> .
Unauthorised use of third-party telephones by your	For claims arising from the unauthorised use of a third-party's telephone systems, the most <b>we</b> will pay is the amount stated in the schedule for the total of all such claims and their <b>defence costs</b> .



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Policy wording

employees

Defamation and intellectual  
property rights

For claims arising from defamation and infringement of intellectual property rights occurring during the **period of insurance**, the most **we** will pay is the amount shown in the schedule for the total of all such claims and their **defence costs**.

#### Additional cover

Court attendance compensation

**We** will pay **you** compensation, as stated in the schedule, for each day or part day that any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or other **employees** are required to attend court in relation to a claim covered under this section. The most **we** will pay for the total of all court attendance covered under this section is stated 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

1. **We** will not make any payment under this section unless **you** notify **us**:
  - a. immediately and in any event within seven days of:
    - i. a claim or anything which may give rise to a claim for or arising out of **bodily injury or abuse or molestation**;
    - ii. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any director, partner, trustee, committee member or **employee** has committed **abuse or molestation**; or
    - iii. any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body.
  - b. promptly of any other claim or anything which may give rise to any other claim against **you**, including **your** discovery that **products** are defective.

At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

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

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

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

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

Correcting problems

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

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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.