

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

Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass, or interference with any easement or right of air, light, water or way.
Dishonesty	The dishonesty of your employees directly contracted to you and under your supervision, where there was a clear intention to cause you loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission.
Financial loss	Damages you would have to pay as compensation (other than arising under contract) as a result of your business .
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods which were sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
Reference	A written, or fully documented verbal reference which includes comments regarding the honesty of the individual from a previous employer, education establishment, Jobcentre, armed forces or if the individual was previously self employed, then their accountant and at least one customer.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
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.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none">bodily injury or property damage occurring during the period of insurance;personal injury or denial of access committed during the period of insurance, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee of yours when they are acting on your behalf in whatever capacity.</p> <p>This also includes a claim against you for property damage occurring during the period of insurance to any item being worked on, cleaned, treated or maintained by you.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
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Policy wording

Additional cover

Loss of keys	<p>We will pay the reasonable costs to replace locks, keys or passcards for your client following your loss of their keys or electronic passcards during the period of insurance.</p> <p>We will also pay for the sums you have to pay as compensation to your client following your loss of their keys or electronic passcards during the period of insurance.</p>
Unauthorised use of telephones	<p>We will also pay for the sums you have to pay as compensation to your client following the unauthorised use of their telephone system by any of your employees during the period of insurance and notified to us within three months of the unauthorised use.</p>
Failure to secure clients' premises	<p>We will also pay for the sums you have to pay as compensation to your client following your failure to secure any client's premises where you have been carrying out your business including your failure to set any client's intruder alarm.</p>
Financial loss	<p>We will indemnify you if, during the period of insurance any party brings a claim against you in writing for financial loss.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p> <p>We will not make any payment for any claim or loss directly or indirectly due to financial loss:</p> <ol style="list-style-type: none">sustained by any employee arising out of and in the course of employment by you in the business;arising as a result of strikes, lockouts or labour disturbances in which you or your employees are involved;arising from any act of fraud or dishonesty or from any insolvency or financial default;arising from the passing off or the infringement of patents, copyrights, trade marks or trade names or from deceit or injurious falsehood;for which an indemnity is provided by any other section of the policy;arising from any unauthorised access to a computer system or any interruption of or interference with electronic means of communication used in the conduct of your business including, but not limited to, any diminution in the performance of any website or electronic means of communication;for the diminution of the value of any property;when your liability arises under a contract or agreement;arising from inefficacy.
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none">has not, in our reasonable opinion, caused or contributed to the claim against them;accepts that we can control the claim's defence and settlement in accordance with the terms of this section;has not admitted liability or prejudiced the defence of the claim before we are notified of it;gives us the information and co-operation we reasonably require for dealing with the claim.
Criminal proceedings costs	<p>If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you or any employee of yours.</p>
Court attendance compensation	<p>If any person within the definition of you, or any other relevant party chosen by you (except expert witnesses) 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 that their attendance is required by our solicitor.</p>

Your own losses

Losses from dishonesty

We will also indemnify **you** against **your** direct financial losses arising from **dishonesty** where the loss occurs and is discovered during the **period of insurance** and within the **geographical limits** and arises from the performance of **your business**.

We will not make any payment for losses from **dishonesty** where **you** do not have a suitable **reference** for the employee covering the period of at least two years immediately prior to commencement of employment with **you**.

What is not covered

Property for which you are responsible

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

1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. employees' or visitors' vehicles or effects while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
 - d. any item being worked on, cleaned, treated or maintained by **you** but only where:
 - i. such item is not more specifically insured under another section of this **policy**; and
 - ii. the loss or damage is not due to unexplained disappearance; and
 - iii. the loss or damage can be identified as resulting from a single incident.

But **we** will not make any payment for theft of any aircraft, hovercraft, watercraft, mechanically propelled vehicle or trailer or any item contained within any aircraft, hovercraft, watercraft, mechanically propelled vehicle or trailer.

2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

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

Injury to employees

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

Bona fide subcontractors

4. any work undertaken for **your business** by bona fide subcontractors unless **you** take all reasonable steps to ensure that they have and maintain in force public liability insurance with a limit of indemnity of not less than that under this section of the **policy**. **We** will not make any payment for any claim or loss where **you** fail to demonstrate to **our** satisfaction that **you** have complied with this requirement.

Pollution

5.
 - 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.

Use of heat

6. any work involving the use or application of heat away from **your** own premises.

Hazardous premises

7. any work undertaken by **you** which takes place in or on blast furnaces, industrial ovens, non-domestic chimneys, well shafts, viaducts, bridges, mines, refineries, off-shore installations, power stations, dams, tunnels, airports, aerodromes, docks, wharves, piers,

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	harbours, railways, motorways, ships, boats, silos, aircraft towers or steeples.
Working at height	8. any work undertaken where you are at a height exceeding 25 metres from ground level when outside a building or structure or 25 metres from floor level when inside a building or structure.
Dumping	9. the disposal or dumping by you of any waste or materials at any location which is not licensed to accept such waste or materials.
Securing premises	10. your failure to secure any client's premises where you have been carrying out your business unless you have taken all reasonable steps to secure the premises as required by your client after you have finished undertaking your business .
Computer virus	11, transmission of a computer virus .
Professional advice	12. designs, plans, specifications, formulae, directions or advice prepared or given by you .
Your products and services	13. the costs of altering, recalling, removing, reinstating, repairing, reconditioning or replacing any product or any of its parts. 14. a. any of your products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products; b. any of your products 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 your products ;
Deliberate or reckless acts	15. 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	16. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	17. date recognition .
War, terrorism and nuclear	18. war, terrorism or nuclear risks .
Asbestos	19. 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 work you undertake in any country outside the geographical limits .
Consequential or trading losses	5. your lost profit, mark-up, liability for VAT or it's equivalent, any trading losses or trading liability including those arising out of the loss of any client, account or business.

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 or elsewhere in this section. **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

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| 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. The most we will pay for defence costs in relation to pollution claims is the amount shown in the schedule. You must pay the relevant excess shown in the schedule. | | | | |
| Claims brought in USA/Canada | c. 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 | d. 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 | e. We will pay you the following compensation for each day, or part day: <table border="0" style="margin-left: 20px;"> <tr> <td style="padding-right: 20px;">1. You or your partner or director</td> <td style="text-align: right;">£250 or €300</td> </tr> <tr> <td>2. Any other employee</td> <td style="text-align: right;">£100 or €115</td> </tr> </table> <p>The most we will pay for the total of all court attendance compensation is £10,000 or €11,500.</p> | 1. You or your partner or director | £250 or €300 | 2. Any other employee | £100 or €115 |
| 1. You or your partner or director | £250 or €300 | | | | |
| 2. Any other employee | £100 or €115 | | | | |
| Loss of keys | f. The most we will pay in any one period of insurance for this additional cover is shown in the schedule.
The excess for this additional cover is shown in the schedule. | | | | |
| Unauthorised use of telephones | g. The most we will pay in any one period of insurance for this additional cover is the amount shown in the schedule.
The excess for this additional cover is shown in the schedule. | | | | |
| Financial loss | h. The most we will pay in any one period of insurance for this additional cover is the amount shown in the schedule.
The excess for this additional cover is shown in the schedule. | | | | |
| Losses from dishonesty | i. The most we will pay for this additional cover is the amount shown in the schedule.
The excess for this additional cover is 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 . | | | | |

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**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within 7 days of a claim or anything which may give rise to a claim under this section. At our request, **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; or
By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE, United Kingdom.
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.

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.