



TURNER INSURANCE GROUP  
34-36 Princess Road West, **Leicester.** LE1 6TQ  
T 0116 299 9000 F 0116 299 9001 W [www.turnerinsurance.co.uk](http://www.turnerinsurance.co.uk)

**TO WHOM IT MAY CONCERN**

27th October 2016

Dear Sirs

**Re : Liability Insurance - The Licensees of La Jolie Ronde**

This letter is to confirm that acting as Insurance Brokers on behalf of The Licensees of La Jolie Ronde we have arranged Liability Insurance cover the details of which are given below.

**Insurer** : Hiscox Insurance Co Ltd

**Policy Number** : HU P16 1452594

**Renewal Date** : 31st October 2017

**Limits of Indemnity** : Employers Liability - Not Insured  
Public Liability - £10,000,000 any one event  
Products Liability - £10,000,000 any one period of insurance

**Extensions to Cover** : Indemnity to Principals  
**Geographical Limits:** European Union

**Professional Indemnity**

**Insurer** : HCC International

**Policy Number** : 593891/H

**Renewal Date** : 1st November 2017

**Limit of Indemnity** : £250,000 any one event

**Jurisdiction Limits** :  
Worldwide excluding USA/Canada





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We trust the above information will suffice for your purposes but if you do require further details please contact us at the above office address

Yours sincerely

A handwritten signature in black ink, appearing to read 'Henryk Cynkar', written over the typed name.

**Henryk Cynkar FCII BAHons**  
**Chartered Insurance Broker**  
*Direct Dial: (0116) 2999017*  
*E Mail: [henrykcynkar@turnerinsurance.co.uk](mailto:henrykcynkar@turnerinsurance.co.uk)*

# ENDORSEMENT

Policy: HU PI6 1452594 (121)



## INSURANCE DETAILS

**Period of Insurance:** Continuous cover from 31 October 2015 until the policy is cancelled.  
**Underwritten by:** Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy  
**General terms and conditions wording :** 6253 WD-PIP-UK-GTC(6b)  
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below  
**Payment Method :** Payment by Broker's Account  
**Endorsement Effective:** 09 March 2016

## INSURED DETAILS

**Insured :** The Licensees Of La Jolie Ronde Limited As Declared To Us  
**Address :** 43 Long Acre  
Bingham  
NOTTINGHAM  
NG13 8AG  
**Additional Insureds :** There are no Additional Insureds on this policy.  
**Business :** Teaching of Foreign Languages

## PREMIUM DETAILS

<b>Revised Annual Premium :</b>	£ 3,350.00	<b>Revised Annual Tax :</b>	£ 201.00	<b>Total :</b>	£ 3,551.00
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Sponsored by Hiscox  
2012-2015



BIA Customer Care Award  
2012



Outstanding Insurer Claims  
Team of the Year 2013

**INTERNET AND E-MAIL**

**Section wording :** 5992 WD-PIP-UK-IE(5)  
**Insurer:** Hiscox Insurance Company Limited  
**Limit of indemnity:** £ 250,000  
**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**

**400.1** Retroactive date: Business performed in the past

**PUBLIC AND PRODUCTS LIABILITY**

**Section wording :** 6130 WD-PIP-UK-GL(4)  
**Insurer:** Hiscox Insurance Company Limited  
**Limit of indemnity:** £ 10,000,000  
**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 :** European Union, the Isle of Man and the Channel Islands  
**Applicable Courts :** European Union

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

Court attendance compensation - employees (per day)	£ 100
Court attendance compensation - directors (per day)	£ 250

**Additional cover** (in addition to the overall limit/amount insured above)

Court attendance compensation: in total	£ 10,000 in the aggregate
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**Special limits** (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs	£ 100,000 in the aggregate including costs
Pollution defence costs	£ 100,000 in the aggregate including costs



**Policy: HU PI6 1452594 (121)**

**What is not Covered**

**Claims first brought in the USA are NOT covered**

**Endorsements**

**859.0** Manual work exclusion (GL)  
Abuse Exclusion Clause



Policy: HU PI6 1452594 (121)

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>400.1</b>	<b>Retroactive date: Business performed in the past</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: 26/06/07

**Public and products liability: endorsements**

<b>Clause</b>	<b>859.0</b>	<b>Manual work exclusion (GL)</b>
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The following is added to **What is not covered:**

14.. manual work.

<b>Clause</b>	<b>Abuse Exclusion Clause</b>
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will not make any payments arising directly or indirectly from sexual physical or mental abuse

**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>
<b>Clause</b>	<b>602.0</b>	<b>businessshr</b>
		<p>As a Hiscox client you receive free access to the businessshr service. businessshr runs a website designed specifically to help you manage your staff within employment laws. It is an easy to use reference and guidance resource for companies like yours. To access the service visit <a href="http://hiscox.businessshr.net">http://hiscox.businessshr.net</a> and log-in using your policy number and postcode.</p>

**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)845 2703298

**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****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 1452594 (121)**

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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

### **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 concerns about your policy or the handling of a claim you should, in the first instance, contact Hiscox customer relations either in writing at:

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

or by telephone on +44 (0)1904 681198 or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service or your local Ombudsman. 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.

### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme. Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk).



## Professional insurance portfolio

### Policy wording

**A seamless integrated insurance solution for professionals.**

Please read this insurance document, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please return it immediately.

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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**

**We** pride ourselves on providing a first class, reliable and efficient service to all of **our** customers. Complaints are a key to monitoring **our** service and wherever possible, **we** seek to take action to prevent recurrence of a problem.

**We** define a complaint as any expression of dissatisfaction, whether oral or written, and whether justified or not, about a service or activity provided by **us**.

If **you** have a complaint, please contact **your** insurance adviser in the first instance if **you** have one.

If **your** complaint cannot be resolved satisfactorily by **your** insurance adviser, please contact **our** Customer Relations Manager:

Customer Relations Manager  
Hiscox  
Hiscox House  
Sheepen Place  
Colchester  
CO3 3XL

Telephone: 0845 213 8777  
Email: [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com)

**You** may also, in accordance with the Rules of the Financial Services Authority, be able to refer **your** complaint to the Financial Ombudsman Service without affecting **your** legal rights. The address is:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Telephone: 0845 080 1800

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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>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. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li><li>c. all operations carried out on any site or premises on which anything in a. or b. above is located.</li></ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>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><li>iv. creates a risk to health or safety of the public or a section of the public; or</li><li>v. is designed to interfere with or to disrupt an electronic system.</li></ol></li></ol>
<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.

**Conditions precedent**

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

**General conditions**

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

- |                         |   |
|-------------------------|---|
| Basis of insurance      | <p>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>.</p> <p>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.</p>  |
| Change of circumstances | <p>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>.</p>  |
| Due diligence           | <p>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.</p>  |
| Premium payment         | <p>4. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b> have paid the premium.</p>   |
| Cancellation            | <p>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.</p> <p>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.</p> |
| Multiple insureds       | <p>6. The most <b>we</b> will pay is the relevant amount shown in the schedule.</p> <p>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>.</p> <p><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>.</p>   |
| Aggregate limit         | <p>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>.</p> <p>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.</p>   |
| Rights of third parties | <p>8. <b>You</b> and <b>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.</p>  |
| Other insurance         | <p>9. This <b>policy</b> does not cover any loss or claim where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist.</p>  |
| Governing law           | <p>10. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.</p>  |
| Arbitration             | <p>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.</p>   |

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**General claims conditions**

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

## Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
  - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
  - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
  - 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;
  - d. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

## Fraud

2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

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

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**Special definitions for this section**

<b>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	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: a. 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: i. <b>your</b> infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page; ii. 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> ; iii. <b>your</b> breach of confidence or infringement of any right to privacy; b. <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, c. <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, d. 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> , <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation. <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.
Your losses from vandalism	If, during the <b>period of insurance</b> , a <b>hacker</b> damages, destroys or alters <b>your website</b> or <b>computer system</b> , <b>we</b> will pay the reasonable and necessary costs and expenses <b>you</b> incur with <b>our</b> prior written consent to repair or replace the affected part of the <b>website</b> or <b>computer system</b> 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.

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### 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**

Pre-existing problems

- B. **We** will not make any payment for:
1. any claim, potential claim or loss or payment which could be made under this section which **you** knew about, or ought reasonably to have known about, before **we** agreed to insure **you**.

Non-compensatory payments	<ol style="list-style-type: none"> <li>2. fines and contractual penalties, punitive or exemplary damages.</li> <li>3. any trading loss or trading liability including those arising from the loss of any client, account or business.</li> </ol>
Claims outside the applicable courts	<ol style="list-style-type: none"> <li>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.</li> </ol>

**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;
- 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.

**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>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 injury to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You / your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

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**What is covered**

Claims against you	<p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li><b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>;</li><li><b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>,</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of <b>yours</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners or any employee or spouse of such person against legal liability as a result of <b>bodily injury</b>, <b>property damage</b> or <b>personal injury</b> incurred in a personal capacity whilst temporarily outside 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></ol>

## Public and products liability

### Policy wording

- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

#### Criminal proceedings

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

#### Court attendance compensation

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.

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### What is not covered

#### Property for which you are responsible

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
    - a. employees' or visitors' vehicles or effects while on **your** premises;
    - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
    - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
  2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.
 

This does not apply to:

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

#### Injury to employees

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

#### Pollution

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

#### Computer virus

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

#### Professional advice

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

#### Your products

7. the costs of repairing, reconditioning or replacing any **product** or any of its parts.
8.
  - 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

9. 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.

## Public and products liability

### Policy wording

Contracts	10. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Date recognition	11. <b>date recognition</b> .
War, terrorism and nuclear	12. <b>war, terrorism or nuclear risks</b> .
Asbestos	13. <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.
Claims outside the geographical limits	4. Any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any country outside the <b>geographical limits</b> .

### How much we will pay

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

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

### Special limits

Products	a. For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims. <b>We</b> will also pay for <b>defence costs</b> for those claims until the limit of indemnity has been exhausted. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Pollution	b. For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> , including any claims forming part of a series of other claims regarded as one claim under this section. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Claims brought in USA/Canada	c. For claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Criminal proceedings costs	d. The most <b>we</b> will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .
Court attendance compensation	e. For court attendances, <b>we</b> will pay the amount shown in the schedule for each day or part of a day. The most <b>we</b> will pay for the total of all court attendances is the amount shown in the schedule.
Paying out the limit of indemnity	At any stage <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for those claims or their <b>defence costs</b> .

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**Your obligations**

If a problem arises

**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.