



## Hiscox Insurance Policy Schedule

This schedule tells you what is insured with us or what will be insured with us if this is a quote. It should be read carefully with your policy wording(s) and statement of fact detailed elsewhere in this document.

**Schedule effective date: 01/04/2024**

### Insurance details

<b>Policy number:</b>	8541737
<b>Period of insurance:</b>	From 01/04/2024 to 31/03/2025 both days inclusive.
<b>Insured:</b>	Scottish Artists Union
<b>Address:</b>	Office 231 The Briggait 141 Bridgegate Glasgow G1 5HZ
<b>Additional insureds:</b>	None
<b>Business:</b>	Activities undertaken in connection with an individual artistic practice in the preparation, lecturing, teaching, public display and sale of fine art and applied art.  Cover includes but is not limited to the participation in exhibitions, open studio events, displays involving live non-static physical performance, work undertaken in community settings, socially engaged practice and participatory art.

### Claims information

If there is a claim (or potential claim) against you by a third party, you should contact your broker immediately. If this is not possible or you would prefer to contact us directly please email us at [liability.claims@hiscox.com](mailto:liability.claims@hiscox.com). If you need to speak to a member of the claims team urgently, please call our team on 0800 711 7156, 9.00am – 5:30pm Monday to Friday. If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at <https://claims.hiscox.co.uk/>.

You will need to provide your full name and contact details, the name of your business or organisation, your address and postcode, the policy reference and circumstances of the claim.

The **Important information and contact details** section below contains additional information specific to the covers applicable to your policy.

If you are unsure of who to contact please call our team on 0800 711 7156, 9.00am – 5:30pm Monday to Friday. They will ensure you get through to the correct claims team and let you know what actions you need to take.

If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is important that you read the policy for details of its terms in full.



## Hiscox Insurance Policy Schedule

### Your covers

This is a summary of each section of your policy. See each section for cover details.

Cover	Insurance amount	Excess
Public and products liability	£5,000,000	£250
Professional indemnity	£5,000,000	£250

The figures above are in summary only and are not in addition to the amount insured specified against each cover section below.

### Policy endorsements

Amendment of cover: members  
Amendment of cover: premium adjustment  
Amendment of cover: North America



## Hiscox Insurance Policy Schedule

### SECTION: PUBLIC AND PRODUCTS LIABILITY

<b>Cover start date:</b>	01/04/2024
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<b>Limit of indemnity</b>	£5,000,000
<b>Limit applies to</b>	each and every claim or loss, excluding defence costs and criminal proceedings costs
<b>Excess</b>	£250
<b>Excess applies to</b>	each and every claim or loss, including defence costs, for property damage only
<b>Geographical limits</b>	Worldwide
<b>Applicable courts</b>	Worldwide (excluding United States of America and Canada)

Claims brought in USA or Canada	
<b>Limit of indemnity</b>	£5,000,000
<b>Limit applies to</b>	in the aggregate, including all costs
<b>Excess</b>	£2,500
<b>Excess applies to</b>	each and every claim or loss, including all costs
<b>Geographical limits</b>	Worldwide
<b>Applicable courts</b>	Worldwide

Abuse or molestation cover (included within not in addition to the overall limit of indemnity stated above)	
<b>Limit of indemnity</b>	£1,000,000
<b>Limit applies to</b>	in the aggregate, including all costs
<b>Excess</b>	£2,500
<b>Excess applies to</b>	each and every claimant in respect of each and every claim or loss, excluding defence costs
<b>Geographical limits</b>	Worldwide
<b>Applicable courts</b>	Worldwide (excluding United States of America and Canada)
<b>Retroactive date</b>	01/04/2024

Additional cover (in addition to overall limit of indemnity stated above)		
Cover	Limit of indemnity	Limit applies to
Court attendance compensation: in total	£10,000	in the aggregate
Court attendance compensation: directors, partners, trustees, committee members, senior managers and officers	£250	per person, per day
Court attendance compensation: any other employees	£100	per person, per day



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<b>Special limits</b> (included within not in addition to the overall limit in indemnity stated above)		
<b>Cover</b>	<b>Limit of indemnity</b>	<b>Limit applies to</b>
Criminal proceedings costs	£100,000	in the aggregate
Unauthorised use of third-party telephones by your employees	£10,000	in the aggregate
Pollution defence costs	£100,000	in the aggregate

<b>Special excesses</b>		
<b>Cover</b>	<b>Excess</b>	<b>Excess applies to</b>
Unauthorised use of third-party telephones by your employees	£250	each and every loss

<b>Insurer</b>
Hiscox Insurance Company Limited

<b>Section endorsements</b>
Amendment of cover: use of heat Removal of cover: explosives & pyrotechnics Removal of cover: work over 10 metres Removal of cover: tattooing, body piercing and face painting Removal of cover: hazardous premises



## Hiscox Insurance Policy Schedule

### SECTION: PROFESSIONAL INDEMNITY

**Cover start date:** 01/04/2024

<b>Limit of indemnity</b>	£5,000,000
<b>Limit applies to</b>	in the aggregate, including all costs
<b>Excess</b>	£250
<b>Excess applies to</b>	each and every claim excluding costs
<b>Geographical limits</b>	Worldwide
<b>Applicable courts</b>	Worldwide (excluding United States of America and Canada)

**Claims brought in USA or Canada** Not covered

#### Additional cover (in addition to overall limit of indemnity stated above)

Cover	Limit of indemnity	Limit applies to
Court attendance compensation – employees	£250	per person, per day
Court attendance compensation – directors and partners	£500	per person, per day
Court attendance compensation: in total	£100,000	in the aggregate

#### Special limits (included within not in addition to the overall limit in indemnity stated above)

Cover	Limit of indemnity	Limit applies to
Personal data claims	£250,000	in the aggregate, including all costs

#### Business activities

Artists

**Retroactive date** 21<sup>st</sup> April 2018

#### Insurer

Hiscox Insurance Company Limited

#### Section endorsements

Amendment of cover: retroactive date



## Hiscox Insurance Policy Schedule

General information	
<b>Underwritten by:</b>	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy
<b>General terms and conditions wording:</b>	15661 WD-COM-UK-GTCA(4) The General terms and conditions apply to the whole of this policy. Any other conditions are shown in the section to which they apply.
<b>Professional indemnity section wording:</b>	15583 WD-PROF-UK-SP-AG(3)
<b>Public and products liability section wording:</b>	16166 WD-PROF-UK-PPL(2)

### Important information and contact details

#### Information about us

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

Name	Hiscox Underwriting Limited
Registered address	22 Bishopsgate London EC2N 4BQ United Kingdom
Company registration Status	Registered in England and Wales number 02372789 Authorised and regulated by the Financial Conduct Authority.

#### Insurers

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

Name	Hiscox Insurance Company Limited
Registered address	22 Bishopsgate London EC2N 4BQ United Kingdom
Company registration Status	Registered in England number 00070234 Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Please note that there will be no refund or additional premium for any transaction which is less than £20 (excluding IPT).

#### Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com).

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our privacy policy at [www.hiscox.co.uk/cookies-privacy](http://www.hiscox.co.uk/cookies-privacy)

**CLAUSES APPLICABLE TO THE WHOLE POLICY****Amendment of cover: members**

The following is added to **General definitions**:

**Member**

1. Any current member of the Scottish Artists Union; and
2. a limited company as defined under the Companies Act 1985 operating in connection with the **business** where **you** are the sole employee and director other than one additional director or employee who is a family member and engaged in clerical or administrative duties only,

provided that the member is domiciled in the United Kingdom, the Channel Islands or the Isle of Man.

**General definitions, You/your** is amended to read as follows:

1. for the purposes of the **General conditions**, other than **General conditions** for 5., 11. and 12., the insured named in the schedule; or
2. for all other purposes, a **member**.

**General conditions** 9. is amended to read as follows:

9. Where a section of this **policy** specifies an aggregate limit, this means **our** maximum payment per **member** for all relevant claims or losses covered under that section of **your policy**.

**Amendment to cover: North America**

The following is added to **General definitions**:

**North America**

The United States of America or Canada or their territories or possessions or Puerto Rico.

The following is added to **General exclusions**:

Activities in North America

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

1. any damage, loss, cost, expense or claim directly or indirectly caused by, contributed to by, resulting from or in connection with pollution or contamination of buildings or other structures or of water, land or the atmosphere;
2. fines or penalties for aggravated exemplary or punitive damages; or
3. any damage, loss, cost, expense or claim directly or indirectly caused by, contributed to by, resulting from or in connection with the presence of asbestos, asbestos containing materials or asbestos dust or the release of asbestos dust or the exposure of persons buildings or property to asbestos, asbestos containing materials or asbestos dust,

in **North America**

**How much we will pay**, Claims brought against you in the USA or Canada within the **Public and products liability** section is amended to read as follows:

Claims brought against you in North America

For claims directly or indirectly due to any activities undertaken in **North America**:

1. the most **we** will pay is £5,000,000 for each such claim, including **defence costs**;
2. the most **we** will pay per **member** for claims arising from any **product** is £5,000,000 for the total of all such claims, including **defence costs**; and
3. the **excess** is amended to £2,500 for each such claim, including **defence costs**.

**PUBLIC AND PRODUCTS LIABILITY CLAUSES IN FULL****Amendment of cover: use of heat**

The following is added to **General conditions**:

When **you** undertake any work involving the use of blow lamps, blow torches, flame guns, hot air guns, electric gas or other welding equipment or portable grinding equipment, **you** must ensure that:

- a. all blow lamps, blow torches, flame guns and hot air guns are to be lit in strict accordance with the manufacturer's instructions, not left unattended when lit and extinguished immediately after use;
- b. the area in which the work is to be carried out, including adjoining shafts or openings and the area on the other side of any wall or partition, is to be inspected to establish whether any combustible material, other than the property to be worked upon, is in danger of ignition either directly or by conduction of heat;
- c. wherever practicable, all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection;
- d. suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
- e. all portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use;
- f. a person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off, however this does not apply if **you** are a sole trader;
- g. wherever practicable, gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work; and
- h. immediately following completion of each period of work and during the period of not less than thirty minutes following completion of each period of work, a thorough and continuous check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out, including adjoining shafts or openings and the area on the other side of any wall or partition.

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

**Removal of cover: explosives & pyrotechnics**

**We** will not make any payment for any claim or part of a claim or loss directly or indirectly arising from any use of fireworks, explosives or pyrotechnics, other than the use of flash paper, flash cotton or flash string.

**Removal of cover: work over 10 metres**

**We** will not make any payment for any claim or part of a claim or loss directly or indirectly arising from any activity undertaken more than 10 metres above ground or floor level.

**Removal of cover: tattooing, body piercing and face painting**

**We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to or arising from any work undertaken involving:

- a. tattooing, whether temporary or permanent;
- b. body piercing;
- c. face painting; or
- d. any form of treatment or process involving the application of chemicals to the body of any person.





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### **Removal of cover: hazardous premises**

**We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to or arising from any work undertaken at or on any:

- a. power station;
- b. oil, gas or chemical:
  - i. refineries;
  - ii. bulk storage sites; or
  - iii. production premises;
- c. aircraft, aerospace or hovercraft;
- d. watercraft, other than work on or in watercraft in docks, harbours, boatyards or inland waterways; or
- e. railways or airports, other than non-airside or non-trackside work.

### **PROFESSIONAL INDEMNITY CLAUSES IN FULL**

#### **Amendment of cover: retroactive date**

**Special definitions, Retroactive date** is amended to read as follows:

In respect of any claim arising from work done by **you** prior to:

1. 21 April 2018; or
2. the commencement date of continuous membership of the Scottish Artists Union,

whichever is the later.



## Professional insurance portfolio

### Policy wording

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

Please read this policy wording, together with any **endorsements** and **your** schedule, very carefully and keep them in a safe place. If anything is incorrect or changes, please notify **us** immediately.

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

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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**.

**Ben Horton**

Executive Director, Hiscox Underwriting Ltd  
Chief Underwriting Officer, Hiscox UK

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### Complaints procedure

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

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

or by telephone on +44 (0)800 116 4627 or +44 (0)1904 681 198  
or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com)

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service to review **your** case. This does not affect **your** legal rights.

Address:  
Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567 or +44 20 7964 0500 from outside the United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you contact them or us, please quote the policy number shown in your policy schedule.

## General terms and conditions

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<b>General definitions</b>	<p><b>We</b> use some words throughout this <b>policy</b> with the same meaning wherever they appear. These are shown in bold type and <b>we</b> explain what they mean below.</p> <p>Any other definitions when used in particular sections of the <b>policy</b> are shown in bold and have the same meaning whenever they appear in that section. <b>We</b> explain what they mean in the ‘Special definitions’ section of that part of the <b>policy</b>.</p>
<b>Artificial intelligence</b>	<p>Any machine learning, logical, statistical or other algorithm in <b>computer or digital technology</b> that can:</p> <ol style="list-style-type: none"> <li>1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or</li> <li>2. adapt or vary its operation proactively, or in response to inputs.</li> </ol>
<b>Asbestos risks</b>	<ol style="list-style-type: none"> <li>1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li> <li>2. exposure to asbestos, asbestos fibres or materials containing asbestos; or</li> <li>3. 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>	<p><b>Your</b> business or profession as shown in <b>your</b> schedule.</p>
<b>Civil commotion</b>	<p>Where 12 or more persons are present together, whether in a public or private place, with a common purpose (which may be inferred from conduct):</p> <ol style="list-style-type: none"> <li>1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or</li> <li>2. which causes a person of reasonable firmness, had such person been present at the scene, to fear for their safety. For the purposes of this definition, no person of reasonable firmness need actually be, or be likely to be, present at the scene.</li> </ol>
<b>Communicable disease</b>	<p>Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.</p>
<b>Computer or digital technology</b>	<p>Any <b>programs</b>, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p>
<b>Computer or digital technology error</b>	<p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> <li>1. creation, handling, entry, modification or maintenance of; or</li> <li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,</li> </ol> <p>any <b>computer or digital technology</b>.</p>
<b>Confiscation</b>	<p>Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.</p>
<b>Cyber attack</b>	<p>Any digital attack or interference, whether by a <b>hacker</b> or otherwise, attempting or resulting in:</p> <ol style="list-style-type: none"> <li>1. access to;</li> <li>2. extraction of information from;</li> <li>3. disruption of access to or the operation of; or</li> <li>4. damage to:</li> </ol> <p>any data or <b>computer or digital technology</b>, including but not limited to any:</p>

- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

<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 or loss.
<b>Geographical limits</b>	The geographical area shown in <b>your</b> schedule.
<b>Hacker</b>	Any <b>artificial intelligence</b> , entity or person, including any employee of <b>yours</b> , who gains or attempts to gain unauthorised access to or use of any: <ol style="list-style-type: none"> <li>1. <b>computer or digital technology</b>; or</li> <li>2. data held electronically by <b>you</b> or on <b>your</b> behalf.</li> </ol>
<b>Nuclear risks</b>	<ol style="list-style-type: none"> <li>1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li> <li>2. 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>3. 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 <b>your</b> schedule.
<b>Personal data</b>	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
<b>Policy</b>	This insurance document and <b>your</b> schedule, including any <b>endorsements</b> .
<b>Program(s)</b>	Code or instructions which tell <b>computer or digital technology</b> how to process data or interact with ancillary equipment, systems or devices.
<b>Social engineering communication</b>	Any request directed to <b>you</b> or someone on <b>your</b> behalf by any <b>artificial intelligence</b> , entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.
<b>Solar weather</b>	Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.
<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>1. is committed for political, religious, ideological, racial or similar purposes; and</li> <li>2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and <ol style="list-style-type: none"> <li>a. involves violence against one or more persons; or</li> <li>b. involves damage to property; or</li> <li>c. endangers life other than that of the person committing the action; or</li> <li>d. creates a risk to health or safety of the public or a section of the public; or</li> <li>e. is designed to interfere with or to disrupt an electronic system.</li> </ol> </li> </ol>
<b>War</b>	War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/us/our</b>	The insurers named in <b>your</b> schedule.
<b>You/your</b>	The insured named in the schedule.

## General conditions

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

- |   |   |
|---|---|
| Presentation of the risk                              | 1. In agreeing to insure <b>you</b> and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given <b>us</b> . <b>You</b> must provide a fair presentation of the risk and must take care when answering any questions <b>we</b> ask by ensuring that all information provided is true, accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which <b>you</b> (including <b>your</b> senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.   |
| If you fail to make a fair presentation               | 2. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to present the risk to <b>us</b> fairly, <b>we</b> may treat this <b>policy</b> as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> and <b>we</b> will be entitled to retain all premiums paid.<br><br>b. If <b>we</b> establish that <b>you</b> failed to present the risk to <b>us</b> fairly but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> made a fair presentation of the risk, as follows:<br><br>i. if <b>we</b> would not have provided this <b>policy</b> , <b>we</b> may treat it as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> . <b>We</b> will refund any premiums <b>you</b> have paid; or<br><br>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the start of the <b>period of insurance</b> . This may result in <b>us</b> making no payment for a particular claim or loss. <b>You</b> must reimburse any payment made by <b>us</b> that <b>we</b> would not have paid if such terms had been in effect.   |
| Change of circumstances                               | 3. <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> or cancel it in accordance with the cancellation condition.   |
| If you fail to notify us of a change of circumstances | 4. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to:<br><br>i. notify <b>us</b> of a change of circumstances which may materially affect the <b>policy</b> ; or<br><br>ii. comply with the obligation in 1. above to make a fair presentation of the risk to <b>us</b> when providing us with information in relation to a change of circumstances;<br><br><b>we</b> may treat this <b>policy</b> as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. <b>You</b> must reimburse all payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will be entitled to retain all premiums paid.<br><br>b. If <b>we</b> establish that <b>you</b> failed to notify <b>us</b> of a change of circumstances or to make a fair presentation of the risk to <b>us</b> when providing <b>us</b> with information in relation to a change of circumstances, but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> fairly presented the change of circumstances to <b>us</b> , as follows:<br><br>i. if <b>we</b> would have cancelled this <b>policy</b> , <b>we</b> may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. <b>You</b> must reimburse any payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will refund any premiums <b>you</b> have paid in respect of any period after the date when cancellation would have been effective; or<br><br>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the date when <b>your</b> circumstances changed. This may result in <b>us</b> making no payment for a particular claim or loss. |
| Reasonable precautions                                | 5. <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. <b>We</b> will not make any payment under this <b>policy</b> in respect of any  |

incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

- |                               |   |
|-------------------------------|---|
| Premium payment               | 6. <b>We</b> will not make any payment under this <b>policy</b> until <b>you</b> have paid the premium.   |
| Cancellation                  | <p>7. <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 <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium:</p> <p>a. under £20; or</p> <p>b. if <b>we</b> have accepted any notification of any claim, potential claim or loss before the cancellation takes effect.</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>8. The most <b>we</b> will pay is the relevant amount shown in <b>your</b> schedule.</p> <p>If more than one insured is named in <b>your</b> 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 <b>your</b> schedule, or if there is more than one insured named in <b>your</b> schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b>.</p>   |
| Aggregate limit               | 9. Where a section of this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under that section of <b>your policy</b> during the <b>period of insurance</b> .   |
| Rights of third parties       | 10. <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.   |
| Other insurance               | 11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.  |
| Cover under multiple sections | 12. Where <b>you</b> , including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b> , are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b> , being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.  |
| Governing law                 | 13. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.   |
| Arbitration                   | 14. 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.  |
| Non-admitted                  | 15. This <b>policy</b> is negotiated and made in the United Kingdom between <b>you</b> and <b>us</b> . <b>We</b> are authorised to conduct insurance business in the United Kingdom and in certain other jurisdictions. <b>You</b> acknowledge that no solicitation for the <b>policy</b> has been made by <b>us</b> outside of the United Kingdom, that unless otherwise agreed in writing the <b>policy</b> is subject to English Law and jurisdiction and that claims are payable in the United Kingdom. <b>You</b> acknowledge that any applicable local taxes outside of the United Kingdom, Channel Islands, Isle of Man, Gibraltar, the European Economic Area, or other jurisdiction in which <b>we</b> have informed <b>you</b> that <b>we</b> are authorised to conduct insurance business, will be paid by <b>you</b> directly to the appropriate authority.   |

Several liability

16. This clause applies if more than one insurer and/or a Lloyd's syndicate is party to this **policy**.

The liability of an insurer or syndicate under this **policy** is several and not joint with any other insurers or syndicates party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. **We** will provide **you**, on request, with details of the insurers/syndicates who are party to this **policy** and the proportions of liability they have underwritten.

Sanctions

17. **We** shall not be deemed to provide cover and shall not be liable to pay any claim or loss or provide any benefit under this **policy** to the extent that the provision of such cover, payment of such claim or loss or provision of such benefit would expose **us**, or would in **our** reasonable view give rise to any appreciable risk of exposing **us**, to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or of any other relevant jurisdiction.

**General claims conditions**

The following claims conditions apply to the whole of this **policy**. **You** must also comply with the conditions shown in each section of the **policy** under the heading **Your obligations**.

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
  - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy** in accordance with the terms of each section; and
  - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
2. **You** must:
  - a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
  - b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
  - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
  - b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
  - c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
  - d. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

## General exclusions

The exclusions set out below apply to each and every section of this **policy** and shall not be varied by any other provision in this **policy**. Where the exclusions below are not consistent with any other provision in this **policy**, these exclusions apply and shall override the inconsistent provision.

In addition, other exclusions apply to this **policy** and these are included in the particular sections of the **policy** to which they apply.

1. We will not make any payment for any damage, loss, cost, expense or claim directly or indirectly caused by, contributed to by, resulting from or in connection with:
  - a. **solar weather**;
  - b. any fear or threat of 1.a.; or
  - c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 1.a.



## Public and products liability

### Policy wording

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>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 or digital technology</b>	Any <b>programs</b> , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
<b>Computer or digital technology error</b>	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none"><li>1. creation, handling, entry, modification or maintenance of; or</li><li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of;</li></ol> any <b>computer or digital technology</b> .
<b>Cyber attack</b>	Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to: <ol style="list-style-type: none"><li>1. gain access to;</li><li>2. extract information from;</li><li>3. disrupt access to or the operation of; or</li><li>4. cause damage to:</li></ol> any data or <b>computer or digital technology</b> , including but not limited to any: <ol style="list-style-type: none"><li>a. <b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li><li>b. denial of service attack or distributed denial of service attack.</li></ol>
<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>1. employed by <b>you</b> under a contract of service or apprenticeship;</li><li>2. hired to or borrowed by <b>you</b>;</li><li>3. under <b>your</b> control or supervision and is self-employed or working on a labour-only basis;</li><li>4. engaged by labour-only sub-contractors;</li><li>5. a labour master or a person supplied by him;</li><li>6. engaged under a work experience or training scheme;</li></ol>

7. a voluntary worker engaged with **your** permission.

<b>Hacker</b>	Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"> <li>1. <b>computer or digital technology</b>; or</li> <li>2. data held electronically by <b>you</b> or on <b>your</b> behalf.</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>Personal data</b>	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
<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

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>a. <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. <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>

- a. arises out of:
  - i. any loss of a third-party's key or electronic pass card;
  - ii. any failure to secure a third-party's premises;
  - iii. the ownership or occupation of land or buildings; or
- b. is covered by any other insurance.

Claims against principals 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 any:

- a. party individually stated in the Public and products liability section of the schedule under Named third parties; or
- b. other party with whom **you** have entered into a contract or agreement in connection with **your business**;

and **you** are liable for that claim, **we** will treat such claim as if it had been made against **you** and make the same payment to such party that **we** would have made to **you**, provided that they:

- i. have not, in **our** reasonable opinion, caused or contributed to the claim against them;
- ii. accept that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- iii. have not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- iv. give **us** the information and co-operation **we** reasonably require for dealing with the claim.

Cross liabilities If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the applicable limit of indemnity stated in the schedule.

Criminal proceedings costs If, during the **period of insurance**, any governmental, administrative or regulatory body brings any criminal or regulatory action or proceedings against **you** or any **employee** 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 or proceedings. However, **we** will only pay the costs incurred to defend any allegations of **abuse or molestation** covered under this section up to the date of any judgment or other final adjudication against the **employee** or an admission by 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 a 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.

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**

Property for which you are responsible

A. **We** will not make any payment for any claim or part of a 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. vehicles or personal effects belonging to **your employees** or visitors, 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. loss of a third-party's keys or electronic pass cards.
2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, **drone**, 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 **tool of trade**;
- b. the loading or unloading of any vehicle off the highway.

Injury to employees

3. **bodily injury** to any:
  - a. **employee**; or
  - b. person supplied by **you** to a client under contract which occurs anywhere other than at **your** premises.

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.

Cyber incidents

5. contributed to by, resulting from or in connection with any:
  - a. **cyber attack**;
  - b. **hacker**;
  - c. **computer or digital technology error**; or
  - d. any fear or threat of 5.a. to 5.b. above; or
  - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.d. above.

Professional advice

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

Treatment or care

7. the provision of or failure to provide any treatment or care of a person or animal, other than the provision of first aid in connection with **your business**.

Tour operator's liability	<p>8. any <b>business</b> activity where <b>you</b> are deemed in law to be liable, purely as a result of:</p> <ul style="list-style-type: none"> <li>a. the Package Travel and Linked Travel Arrangements Regulations 2018;</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	<p>9. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts.</p> <p>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>;</p> <p>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>;</p> <p>c. any <b>products</b> relating to <b>drones</b> or self-balancing motorised scooters.</p>
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.
Terrorism, war or nuclear	<p>15. contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> <li>a. <b>terrorism</b>;</li> <li>b. <b>war</b>;</li> <li>c. <b>nuclear risks</b>;</li> <li>d. any fear or threat of 15.a. to 15.c. above; or</li> <li>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 15.a. to 15.d. above.</li> </ul> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of 15.a. above, it will be for you to show that the clause does not apply.</p>
Personal data	16. contributed to by, resulting from or in connection with any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to <b>personal data</b> .
Asbestos	<p>17. <b>asbestos risks.</b></p> <p>B. <b>We</b> will not make any payment for:</p>
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	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>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>
Geographical limits	<p>4. any claim brought against <b>you</b>:</p> <ul style="list-style-type: none"> <li>a. resulting from any work <b>you</b> undertake in any country outside the <b>geographical limits</b>; or</li> </ul>

- b. for **bodily injury** or **property damage**, arising from any **products**, occurring in any country outside the **geographical limits**.

Excess 5. the amount of any relevant **excess**.

## 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 **you** for **abuse or molestation**, the most **we** will pay is the amount stated in the schedule for the total of all such claims and their **defence costs**.

Products For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**.

Pollution 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**. The most **we** will pay for **defence costs** in relation to **pollution** 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 **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**.

Criminal proceedings costs The most **we** 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 **you** and **your employees** during the **period of insurance**.

Unauthorised use of third-party telephones by your employees For claims arising from the unauthorised use of a third-party's telephone systems, the most **we** will pay is the amount stated 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**.

## 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; or

by post to: UKSC Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.

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.
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.

Correcting problems

## 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 or any part of a **claim**.

**You** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** should not do anything which may prejudice **our** position.

Appointment of legal representation

**We** have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the **claim**.

Partially covered claims

**We** will not pay any part of a **claim** and its associated costs which is not covered by this section. If a **claim** is made which is not wholly covered by this section or is brought against **you** and any other party who is not covered under this section, then at the outset of the **claim**, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any **claim** or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of defence costs

**We** will pay **defence costs** covered by this section on an ongoing basis prior to the final resolution of any **claim**. However, **we** will not pay any **defence costs** in connection with any **claim** or part of a **claim** which is not covered under this section. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

Payment of full limit of indemnity

**We** have no further duty to indemnify **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.

Payment of excess

**Our** duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

Disputes

For the purposes of **control of defence** in this section of the **policy**, **General condition 14**, Arbitration, within the **General terms and conditions** is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a **claim** or as to the fair allocation of any partially covered **claim** and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such Queen's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.

## Professional indemnity

### Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. Cover under this section is given on an aggregate basis unless otherwise specified.

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### Special definitions for this section

<b>Advertising or branding</b>	Advertising, branding, including your company name, trading name and any web domain name, publicity or promotion in or of those of <b>your</b> products or services that expressly fall within <b>your business activity</b> .
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
<b>Business activity</b>	The activities stated in the schedule, which <b>you</b> perform in the course of <b>your business</b> .
<b>Client</b>	Any person or entity with whom <b>you</b> have engaged or contracted to provide services or deliverables that expressly fall within <b>your business activity</b> .
<b>Computer or digital technology</b>	Any <b>programs</b> , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
<b>Computer or digital technology error</b>	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none"> <li>creation, handling, entry, modification or maintenance of; or</li> <li>on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,</li> </ol> any <b>computer or digital technology</b> .
<b>Cyber attack</b>	Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to: <ol style="list-style-type: none"> <li>gain access to;</li> <li>extract information from;</li> <li>disrupt access to or the operation of; or</li> <li>cause damage to:</li> </ol> any data or <b>computer or digital technology</b> , including but not limited to any: <ol style="list-style-type: none"> <li><b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li> <li>denial of service attack or distributed denial of service attack.</li> </ol>
<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, including an employee of <b>yours</b> , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"> <li><b>computer or digital technology</b>; or</li> <li>data held electronically by <b>you</b> or on <b>your</b> behalf.</li> </ol>
<b>Personal data</b>	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.





<b>Retroactive date</b>	The date stated as the retroactive date in the schedule.
<b>Social engineering communication</b>	Any request directed to <b>you</b> or someone on <b>your</b> behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
<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

	A.
<b>Claims against you</b>	If during the <b>period of insurance</b> , and as a result of <b>your business activity</b> for a <b>client</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b> , any party brings a claim, including any injunctive proceedings, against <b>you</b> for:
Negligence	a. negligence or breach of a duty of care;
Negligent misstatement	b. negligent misstatement or negligent misrepresentation;
Intellectual property infringement	c. infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;
Breach of confidentiality	d. breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
Defamation	e. defamation;
Dishonesty	f. dishonesty of <b>your</b> individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to <b>you</b> and under <b>your</b> supervision; or
Other civil liability	g. any other civil liability, unless excluded under <b>What is not covered</b> below, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation, including any liability for claimants' legal costs and expenses. <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.
Sub-contractors or outsourcers	<b>We</b> will indemnify <b>you</b> against any claim falling within the scope of <b>What is covered</b> , A. Claims against you, which is brought as a result of any <b>business activity</b> undertaken on <b>your</b> behalf by any sub-contractor or outsourcer.
Avoiding a potential claim against you	If: a. <b>your client</b> has reasonable grounds for being dissatisfied with the work <b>you</b> have done or which has been done on <b>your</b> behalf and refuses to pay for any or all of it, including amounts <b>you</b> legally owe to sub-contractors or outsourcers at the date of the refusal; b. <b>your client</b> threatens to bring a claim against <b>you</b> for more than the amount owed and <b>we</b> are satisfied that the threatened claim has reasonable prospects of success; and c. <b>we</b> believe that it may be possible to settle the dispute with the <b>client</b> by <b>your</b> agreeing not to press for the disputed amount, <b>we</b> , in <b>our</b> discretion, may pay <b>you</b> the amount owed to <b>you</b> over and above the <b>excess</b> . If <b>we</b> do, <b>you</b> must agree not to press <b>your client</b> for the disputed amount. Alternatively, if it is not possible to reach agreement with the <b>client</b> on this basis but <b>we</b> still believe that by not pressing for the disputed amount <b>you</b> will avoid a legitimate claim or counterclaim for a greater amount, <b>we</b> may pay the amount owed to <b>you</b> at that time, over and above the <b>excess</b> . If a claim is still brought, <b>we</b> will deal with it but <b>our</b> total payment, including what <b>we</b> have already paid <b>you</b> or on <b>your</b> behalf, will not exceed the applicable limit of indemnity stated in the schedule. <b>You</b> must return the amount <b>we</b> have paid if <b>you</b> eventually recover the debt, less <b>your</b> reasonable expenses.

Once **we** agree to make any payment above, **you** will assign to **us** such rights as **you** have in relation to the amounts owed to **you**.

**We** will not make any payment for any money owed to **you** if the claim or threatened claim, or part of the claim or threatened claim, is not covered by this section.

B.

Advertising claims

If during the **period of insurance**, and as a result of **your advertising or branding** on or after the **retroactive date** within the **geographical limits**, any party brings a claim, including any injunctive proceedings, against **you** for:

1. infringement of copyright or moral rights; or
2. defamation,

unless excluded under **What is not covered** below, **we** will indemnify **you** against the sums **you** have to pay as compensation, including any liability for claimants' legal costs and expenses.

**We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

**Your own losses**

Loss of documents

If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount stated in the schedule.

**Additional cover**

Court attendance compensation

If any person within the definition of **you**, or any employee of **yours**, has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** the amount stated in the schedule as compensation for each day or part of a day that their attendance is required by **us**. The most **we** will pay for the total of all court attendances is the amount stated in the schedule.

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**What is not covered**

- |                          |  |
|--------------------------|--|
| Investments              | A. <b>We</b> will not make any payment for any claim or part of a claim or loss directly or indirectly due to:   |
| Survey and valuation     | 1. any investment advice, financial advice, investment of <b>client</b> funds or any activity regulated by the Financial Conduct Authority, Prudential Regulation Authority or any other similar or successor regulatory body .  |
| Pension schemes          | 2. any survey or valuation of physical property or any construction or erection work, other than heating, lighting, electrical, venting and other work normally undertaken by a building services engineer.  |
| Taxation and competition | 3. any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or any breach of any legislation or regulation related to these activities.   |
| Pollution                | 4. any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.  |
| Cyber incident           | 5. <b>pollution.</b>   |
|                          | 6. or contributed to by, resulting from or in connection with any: <ol style="list-style-type: none"> <li>a. <b>cyber attack;</b></li> <li>b. <b>hacker;</b></li> <li>c. <b>social engineering communication;</b></li> <li>d. any fear or threat of 6.a. to 6.c. above; or</li> <li>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.d. above.</li> </ol> |



Discrimination and harassment	7. any discrimination, harassment or unfair treatment, unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> .
Injury	8. the death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> .
Land, animals and vehicles	9. the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle.
Property damage	10. the loss, damage or destruction of any tangible property unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> . This clause does not apply to <b>your</b> own loss under the loss of documents cover in <b>What is covered</b> .
Negotiable instruments	11. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
Computer or digital technology error	12. or contributed to by, resulting from or in connection with any <b>computer or digital technology error</b> .
Directors and officers' liability	13. any personal liability incurred by a director or officer of <b>yours</b> when acting in that capacity or managing <b>your business</b> , or a breach of any fiduciary duty, other than when performing a <b>business activity</b> for a <b>client</b> , or any statement, representation or information concerning <b>you</b> or <b>your business</b> contained in <b>your</b> accounts, reports or financial statements.
Product liability	14. any supply, manufacture, sale, installation or maintenance of any product.
Defamatory statements	15. any statement <b>you</b> knew, or ought reasonably to have known, was defamatory at the time of publication.
Deliberate, reckless or dishonest acts	16. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in <b>What is covered</b> , A. Claims against you, but <b>we</b> will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.
Pre-existing problems	17. anything, including any actual or alleged shortcoming in <b>your</b> work, likely to lead to a claim against <b>you</b> or <b>your</b> own loss, which <b>you</b> knew or ought reasonably to have known about before <b>we</b> agreed to insure <b>you</b> .
Date recognition	18. <b>date recognition</b> .
War, terrorism and nuclear	19. or contributed to by, resulting from or in connection with any: a. <b>terrorism</b> ; b. <b>war</b> ; c. <b>nuclear risks</b> ; d. fear or threat of 19.a. to 19.c above; or e. any action taken in controlling preventing, suppressing, responding or in any way relating to 19.a. to 19.d. above.  If there is any dispute between <b>you</b> and <b>us</b> over the application of clause 19.a. above, it will be for <b>you</b> to show that the clause does not apply.
Asbestos	20. <b>asbestos risks</b> .
Contractual liability	21. any liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Employees	22. anyone's employment with or work for <b>you</b> , or any breach of an obligation owed by <b>you</b> as an employer.
Supplied personnel	23. the work of any personnel supplied by <b>you</b> to a <b>client</b> , unless <b>you</b> have breached a duty of care in supplying them.
Patent/trade secret	24. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.
Infrastructure failure	25. contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or

other infrastructure provider.

Trademarks and false advertising	<p>26. any actual or alleged:</p> <p>a. act of passing-off, unauthorised use of another's trademark, name or logo; or</p> <p>b. false or misleading advertising</p> <p>in relation to <b>your advertising or branding</b>.</p> <p>B. <b>We</b> will not make any payment for:</p>
Claims brought by a related party	<p>1. any claim brought by an insured within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b>, including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b>.</p>
Restricted recovery rights	<p>2. that part of any claim where <b>your</b> right of recovery is restricted by any contract.</p>
Lost profit and VAT	<p>3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent.</p>
Trading losses	<p>4. any trading loss or trading liability including those arising from the loss of any <b>client</b>, account or business.</p>
Non-compensatory payments	<p>5. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.</p>
Claims outside the applicable courts	<p>6. any claim, including arbitration, brought outside the <b>applicable courts</b>. This applies to proceedings in the <b>applicable courts</b> to enforce, or which are based on, a judgment or award from outside the <b>applicable courts</b>.</p>
Personal data claims	<p>7. any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to <b>personal data</b>.</p> <p>However, this does not apply to any covered claim or part of a covered claim made against <b>you</b> by a <b>client</b> which arises directly from <b>your</b> performance of a <b>business activity</b> for that <b>client</b> and which is not otherwise excluded by <b>What is not covered, A. 6. Cyber incidents</b> above. The most we will pay in relation to any such covered claim(s) is the special limit stated in the schedule for personal data claims.</p>

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## How much we will pay

The most **we** will pay for the total of all claims, their **defence costs**, and losses is the overall limit of indemnity stated in the schedule, irrespective of the number of claims or losses, unless limited below or in the schedule. **You** must pay the relevant **excess** stated in the schedule.

### Special limits

Personal data claims

The most **we** will pay for the total of all claims or parts of claims against **you** by a **client** including **defence costs**, which arise directly from **your** performance of a **business activity** for that **client** relating to **personal data** is the relevant amount stated in the schedule, which is included within, and not in addition to, the overall limit of indemnity for this section.

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

Paying out the limit of indemnity

At any stage of a claim, **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit, including payments in relation to other claims. **We** will then have no further liability for that claim or its **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** of the following promptly and 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 anything, including any actual or alleged shortcoming in **your** work, 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** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee, sub-contractor or outsourcer has acted dishonestly;
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 **policy** by an amount equal to the detriment **we** have suffered as a result.

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<b>Control of defence</b>	<p><b>We</b> have the right, but not the obligation, to take control of and conduct in <b>your</b> name the investigation, settlement or defence of any or any part of a <b>claim</b>.</p> <p><b>You</b> must give <b>us</b> the information and co-operation which <b>we</b> may reasonably require and take all reasonable steps to defend any <b>claim</b>. <b>You</b> should not do anything which may prejudice <b>our</b> position.</p>
Appointment of legal representation	<p><b>We</b> have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the <b>claim</b>.</p>
Partially covered claims	<p><b>We</b> will not pay any part of a <b>claim</b> and its associated costs which is not covered by this section. If a <b>claim</b> is made which is not wholly covered by this section or is brought against <b>you</b> and any other party who is not covered under this section, then at the outset of the <b>claim</b>, <b>we</b> and <b>you</b> agree to use best efforts to determine a fair allocation of covered and non-covered parts of any <b>claim</b> or associated costs, including <b>defence costs</b> on the basis of the relative legal and financial exposures.</p>
Advancement of defence costs	<p><b>We</b> will pay <b>defence costs</b> and covered by this section on an ongoing basis prior to the final resolution of any <b>claim</b>. However, <b>we</b> will not pay any <b>defence costs</b> in connection with any <b>claim</b> or part of a <b>claim</b> which is not covered under this section. <b>You</b> must reimburse <b>us</b> for any <b>defence costs</b> paid where it is determined there is no entitlement under this section.</p>
Payment of full limit of indemnity	<p><b>We</b> have no further duty to indemnify <b>you</b> against any claim where <b>we</b> pay <b>you</b> the applicable limit of indemnity as described in <b>How much we will pay</b>, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted .</p>
Payment of excess	<p><b>Our</b> duty to make any payment under this section arises only after the applicable <b>excess</b> is fully paid. The <b>excess</b> will only be eroded by the covered parts of a claim.</p>
Disputes	<p>For the purposes of <b>control of defence</b> in this section of the <b>policy</b>, <b>General condition 14</b>, Arbitration, within the <b>General terms and conditions</b> is amended to read as follows:</p> <p>Any dispute as to whether to settle or to continue the defence of a <b>claim</b> or as to the fair allocation of any partially covered <b>claim</b> and its associated costs, will be referred to a single Queen’s Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such Queen’s Counsel shall be binding on <b>you</b> and <b>us</b> in relation to matters referred under this clause. The costs of such opinion shall be met by <b>us</b>.</p>