



Professional indemnity for technology companies

Policy wording

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

Special definitions for this section

Advertising	Advertising, publicity, or promotion in or of your products or services, including online.
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Business activities	The activities shown in the schedule, which you perform in the course of your business .
Claim	Any written assertion of liability or any written demand for financial compensation or injunctive relief first made against you within the applicable courts .
Client	Any person or entity with whom you have contracted to provide services or deliverables that expressly fall within your business activities .
Defence costs	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim but not including any overhead costs, general business expenses, salaries, or wages incurred by you or any other person or entity entitled to coverage under this section.
Employee	An individual performing employment duties solely on your behalf in the ordinary course of your business activities and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform such business activities . You and your independent contractors will not be treated as employees under this section.
Liquidated damages	A sum of money, or mechanism for calculating such sum, agreed between you and your client by contract as the amount payable by you in the event of a specified breach of such contract provided that, at the time the sum or mechanism was agreed, it represented a fair and reasonable estimate of your client's loss in the event of your breach of the contract.
Loss	Any financial harm caused to your business .
Pollution	Any pollution or contamination, including but not limited to noise, electromagnetic fields, radiation, radio waves, pyrite, mica or mould.
Potential claim	Any matter likely to lead to a claim covered under this section.
Retroactive date	The date stated as the retroactive date in the schedule. For any subsidiary acquired by you during the period of insurance the retroactive date will be the date of acquisition.
Subsidiary	An entity: <ol style="list-style-type: none">1. that has been identified in the presentation of the risk for this policy and of which you own more than 50% of the book value of the assets or of the outstanding voting rights on the first day of the period of insurance; or2. domiciled in the European Economic Area (EEA) or the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man which you acquire during the period of insurance:<ol style="list-style-type: none">a. where the turnover at the date of acquisition is less than 20% of your existing turnover; andb. where the acquired entity's business is the same as yours; andwhich has not suffered any loss or been subject to any claim with a value greater than the excess, which would have been covered under this section of the policy.
You/your	Also includes: <ol style="list-style-type: none">1. any person who was, is or during the period of insurance becomes your partner, director, trustee, in-house counsel or senior manager in actual control of your operations; or2. any subsidiary.



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What is covered

Claims against you	If during the period of insurance , and as a result of your business activity or advertising on or after the retroactive date within the geographical limits , a claim is first brought against you for any actual or alleged:
Breach of contract and liquidated damages	1. breach of any contract between you and your client , including any service level agreement forming part of such contract, or any claim for liquidated damages , where the claim is brought by your client .
Intellectual property infringement	2. intellectual property infringement including but not limited to: <ol style="list-style-type: none">infringement of copyright, trademark, patent, trade dress, publicity rights, moral rights or design rights;cyber-squatting violations;any act of passing-off;misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork;misappropriation of a trade secret.
Negligence	3. negligence or breach of any duty to use reasonable care and skill, including but not limited to negligent misrepresentation or negligent loss of or damage to any third-party document, data or information for which you are responsible.
Breach of confidentiality	4. breach of any duty of confidence, invasion of privacy, or violation of any other legal protections for personal information.
Defamation	5. defamation, trade libel, product disparagement, or malicious falsehood.
Dishonesty	6. dishonesty of employees or sub-contractors or outsourcers directly contracted to you or under your supervision.
Civil liability	7. any other civil liability; we will pay the amount agreed by you and us through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a claim or the amount to satisfy a judgment or arbitration award against you including any judgment or award ordering the payment of claimant's lawyers' fees and costs. We will also pay defence costs in respect of covered claims against you .
Sub-contractors or outsourcers	We will indemnify you against any claim falling within the scope of What is covered , Claims against you , which is brought as a result of business activity undertaken on your behalf by any sub-contractor or outsourcer.
Network security and personal data events	We will also indemnify you if, during the period of insurance and as a result of your business activity or advertising , a claim is brought against you for any actual or alleged: <ol style="list-style-type: none">transmission of malicious software including, but not limited to, a computer virus, worm, logic bomb or Trojan horse;denial of service attack against a third-party;unauthorised acquisition, access, use, or disclosure of personal data or confidential corporate information that is held or transmitted in any form;prevention of authorised electronic access to any computer system, personal data or confidential corporate information.
Payments toward your outstanding fees	If: <ol style="list-style-type: none">your client refuses to pay your contractually agreed fees (including any amount you are legally liable to pay a sub-contractor at the date your client first refuses to pay); andyou satisfy us that your client intends to make a claim against you for an amount covered by this section that is greater than the amount you are owed;



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then **we** will pay the amount **you** are owed above the amount of the **excess** (excluding any amount for **your** lost profit, mark-up and liability for taxes or its equivalent) if **you** satisfy **us** that **our** payment is reasonably likely to fully and finally resolve all known **claims** and **potential claims** by that **client**.

If subsequently a **claim** is still made against **you** following **our** payment of **your** outstanding fees, these payments will be a credit against any amounts payable by **us** in the defence or resolution of that **claim** and will also be deducted from the remaining limit of indemnity for that **claim**.

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 shown in the schedule.

What is not covered

	A. We will not make any payment for any claim or loss directly or indirectly due to:
Commercial disputes	1. any commercial dispute with your business partner or business associate, including but not limited to any reseller, distributor, original equipment manufacturer, third-party sales agent, systems integrator, or joint venture partner, but only to the extent such a claim is based upon: <ul style="list-style-type: none">a. a commission or royalty, or any other term upon which such partner or associate is to be compensated in connection with doing business with you, or any compensation or remuneration promised or owed by you pursuant to those terms; orb. your decision to cease doing business with such a partner or associate.
Repair/replace/recall	2. any costs or expenses involved in the repair, upgrade, correction, recall or replacement of any software, hardware, firmware, or associated network cabling including any costs or expenses relating to your legal obligation to comply with an injunction.
Bodily injury	3. any death or bodily or mental injury or disease suffered or alleged to be suffered by anyone. However, this exclusion does not apply to any portion of any claim : <ul style="list-style-type: none">a. seeking damages for mental anguish or distress where such damages solely stem from a covered claim for defamation, breach of privacy, or negligent publication; orb. directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by you for a fee, provided that such claim is first brought within the applicable courts but always excluding USA or Canada.
Property damage	4. loss, damage or destruction or loss of use of any tangible property, including but not limited to any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper. However, this exclusion does not apply to any: <ul style="list-style-type: none">a. claim directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by you for a fee, provided that such claim is first brought within the applicable courts but always excluding the USA or Canada;b. claim for, alleging or arising from damage to electronic data;c. loss directly arising from any tangible document of yours which is necessary for the performance of your business activities and which is physically lost, damaged or destroyed while in your possession.
Chargeback	5. any chargeback, liability, or fee incurred by you or your client as a result of a merchant service provider, including any credit card company or bank, wholly or partially reversing or preventing a payment transaction.
Government investigation/enforcement	6. any governmental enforcement of any legislation, regulation or order from any regulatory authority. However, this exclusion shall not apply to any otherwise covered claim from a federal, national, state, local or foreign government, agency or entity that is a client and has



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asserted the **claim** in its capacity as a **client** and not in its official governmental capacity.

- Infrastructure interruption
7. any failure or interruption of services provided to **you** by a third party service provider including but not limited to an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers.
- This exclusion does not apply to a failure or interruption of services provided directly by **you** as part of **your business activity** where the failure or interruption is not the result of or connected to a corresponding failure or interruption of services provided to you by a third party service provider.
- Stocks, accounts, taxation and fiduciary
8. any:
- a. liability or breach of any duty or obligation owed by **you** regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation;
 - b. liability or breach of any duty or obligation owed by **you** regarding any statement or representation (express or implied) contained in **your** accounts, reports or financial statements, or concerning **your** financial viability;
 - c. violation of any taxation, competition, restraint of trade or anti-trust law or regulation;
 - d. breach of any fiduciary duty owed by **you**.
- Pension and employee benefit schemes
9. any liability or breach of any duty or obligation owed by **you** in connection with the operation or administration of any health, pension or employee benefit scheme, plan, trust or fund.
- Insolvency
10. **your** insolvency or the insolvency of **your** suppliers.
- Sweepstakes, gambling or lotteries
11. **your** provision of any sweepstakes, gambling activities or lotteries.
- Matters insurable elsewhere
12. the ownership, possession or use of any land, building, animal, aircraft, watercraft or motor vehicle.
- Employees
13. anyone's employment with **you** or any breach of an obligation owed by **you** as an employer.
- Discrimination
14. any discrimination, harassment or unfair treatment.
- Directors and officers' liability
15. any liability or breach of any duty or obligation owed to **you** or **your** shareholders by any of **your** directors, officers, trustees or board members, including but not limited to:
- a. any allegation of insider trading;
 - b. any breach of any duty of corporate loyalty;
 - c. any statement, representation or information concerning **you** or **your business** contained in **your** accounts, reports or financial statements.
- Personal liability
16. any personal liability incurred by any director, officer, trustee, or board member of **yours** when acting in that capacity or managing **your business** other than when performing a **business activity** for a **client** or **advertising**.
- Dishonest or criminal conduct
17. any fraudulent, dishonest, malicious, reckless or criminal conduct intended to cause harm to another person or business (but not in respect of a defamation **claim**), or any knowing or wilful violation of a law, whether committed by **you** or committed by another whose conduct or violation of the law **you** have ratified or actively condoned or any act **you** knew, at the time **you** performed it, would give rise to a **claim** or **loss**.
- However, this exclusion will not apply unless:
- a. such conduct or wilful violation of the law has been established by a final adjudication



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- in any judicial, administrative, or alternative dispute resolution proceeding; or
- b. such conduct or wilful violation of the law has been established by **your** admission in a proceeding or otherwise; or
 - c. **you** or **we** discover evidence of such conduct or wilful violation of the law;
- at which time **you** shall reimburse **us** for all payments made by **us** in connection with such conduct or wilful violation of the law and all of **our** duties in respect of that entire **claim** shall cease.
- Pre-existing problems
18. anything, including any **potential claim** or any actual or alleged shortcoming in your work, likely to lead to a **claim** or **loss**, which you knew or ought reasonably to have known about before we agreed to insure you.
- War, terrorism, nuclear, asbestos, pollution or space perils
19. **war, terrorism, nuclear risks, asbestos risks, pollution or space perils.**
- Claims brought by a related party
- B. **We** will not make any payment for:
1. any **claim** brought by any person or entity falling within the definition of **you** or any party with a financial, executive or managerial interest in **you**, including any parent company or any party in which **you** have a financial, executive or managerial interest, including any subsidiary company.
However, this does not apply to a **claim** based on a liability to an independent third-party directly arising out of the performance of **your business activities**;
- Claims by current and former employees
2. any **claim** made against **you** by any person or entity that **you** currently employ or formerly employed, including but not limited to **employees**, sub-contractors or outsourcers.
However, this exclusion will not apply to any portion of any **claim**:
 - a. solely based on **business activities** performed when such person or entity was not working for **you**; or
 - b. based on a liability to an independent third-party directly arising out of the performance of **your business activities**.
However, this exclusion will not apply to any otherwise covered **claim** from an **employee**, sub-contractor or outsourcer that is brought entirely independently of that party's position as **your employee**, sub-contractor or outsourcer.
- Punitive and exemplary damages
3.
 - a. punitive or exemplary damages, unless insurable in the jurisdiction where such award was first ordered; or
 - b. service credits, unless **we** agree to pay for such service credits as part of an agreed settlement in lieu of damages under **What is covered, Claims against you**.
- Fines and penalties
4. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages which **you** are legally obliged to pay, including but not limited to those imposed by any national, federal, state, or local governmental body or any licensing organisation.
- Claims outside the applicable courts
5. any **claim** including arbitration, brought outside the **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**.
- Trading losses
6. any trading loss or trading liability including those arising from the loss of any **client**, account or business.
- Judicial review
7. costs incurred or awards of damages arising directly or indirectly from any claim or application for the judicial review of a decision, act or omission under Order 84 of the Rules of the Superior Courts 1986, as amended or as referred to in specialised statutory schemes of judicial review or any similar or successor rules or legislation.



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Patent and trade secret claims in USA/Canada

8. any **claim**, including arbitration, brought in the USA or Canada for any actual or alleged infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret. This also applies to any **claim**, including arbitration, brought outside of the USA or Canada to enforce, or which is based on, a judgment or award from the USA or Canada, regardless of whether such judgment or award is against **you** or a third party.

How much we will pay

We will pay up to the limit of indemnity for this section shown in the schedule unless limited below or otherwise shown in the schedule. **We** will also pay for **defence costs** incurred with **our** prior written agreement. 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.

Any amounts to be paid by **us** shall not include or be calculated based on any of **your** overhead expenses, **your** liability for debt, taxes, lost costs or profits, salaries or wages, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving **your** security, or performing audits.

You must pay the relevant **excess** shown in the schedule. The **excess** will only be eroded by the covered part of the **claim**.

Multiple claims from a single source

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

Special limits

Dishonesty, property damage and injury

The most **we** will pay for each item below, unless otherwise stated in the schedule, is a single limit of indemnity, which is an aggregate limit, for the total of all **claims** (including their **defence costs**) brought against **you** arising from:

1. the dishonesty of **your** partners, directors, **employees**, sub-contractors or outsourcers;
2. the physical loss or destruction of or damage to tangible property; and
3. claims brought against **you** arising from the death, disease or bodily or mental injury of anyone.

Patent infringement

The most **we** will pay in total for **claims** arising from **your** infringement, use or disclosure of a patent is the amount shown in the schedule.

Trade secret misappropriation

The most **we** will pay in total for **claims** arising from **your** use, disclosure or misappropriation of a trade secret is the amount shown in the schedule.

Service credits

Where **we** pay service credits as part of an agreed settlement, **we** will only pay the cost to **you** of providing such credits. The amount **we** pay will not include **your** profit or mark-up. The amount **we** pay for the cost of service credits is included within, and not in addition to, the limit of indemnity.

You must pay the relevant **excess** shown in the schedule for each special limit.

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. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for that **claim** or its **defence costs**.

Your obligations

If a problem arises

You must notify **us** of any **claim** made against **you** or any **loss** as soon as practicable and within the **period of insurance** or at the latest within 14 days after it expires for any **claim** or **loss you** first became aware of in the seven days before expiry.

You must also notify **us** of **potential claims** under this section, such notification must be as soon as practicable and within the **period of insurance** or at the latest within 14 days after it expires, and must to the fullest extent possible identify the particulars of the **potential claim**, including identifying the potential claimant(s), the likely basis for liability, the likely demand for



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relief and any additional information about the **potential claim** that **we** reasonably request. If such a **potential claim** notification is made to **us** then **we** will treat any **claim** arising from the same particulars as that notification as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **period of insurance** has expired.

We will not make any payment, including any **defence cost** payment, toward any portion of any **claim** if **you**:

1. fail to ensure that **our** rights of recovery, including but not limited to any subrogated rights of recovery, against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts;
2. reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your client** or **you** are required by law or compelled by a court, or **you** otherwise have **our** prior written consent;
3. admit liability in connection with, make any settlement offer with respect to, or settle any **claim** under this policy without **our** prior consent.

Control of defence

Defence arrangements

This is a duty to defend section. This means that **we** have the right and duty to defend **you** against any **claim** or part of a **claim** brought against you which is covered by this section and which **we** consider **you** have reasonable prospects of successfully defending.

If **we** do not consider that **you** have reasonable prospects of defending a **claim** or part of a **claim** **we** have the right but not the obligation to take control of and conduct in **your** name, the investigation, settlement or defence of the **claim** or part of the **claim**. Proceedings will only be defended taking into account the commercial considerations of the costs of defence. **We** may request that an opinion be obtained from a mutually agreed senior counsel as to the prospects of **you** successfully defending a **claim** or party of a **claim**. Such opinion shall be binding on **you** and **us**. The costs of obtaining such an opinion shall be met by **us**.

Appointment of legal representation

If a covered or partially covered claim is brought against **you**, then **we** have the right to appoint suitably qualified legal representation to defend **you**. **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.

Partially covered claims

If a **claim** which is only partially covered by this section is brought against **you**, amounts relating to the non-covered parts of the **claim** will be deducted from **our** final settlement. **We** will not pay costs for any part of a **claim** not covered by this section. **We** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any **claim**. If **you** and **we** cannot agree on a fair allocation, **you** and **we** agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.

Payment of full limit of indemnity

We have no duty to defend **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.

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 covered parts of a **claim**.

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

Special definitions for this section

Abuse or molestation	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.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Drone	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Mental injury	A diagnosed recognisable psychiatric injury.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including but not limited to noise, electromagnetic fields, radiation, radio waves, pyrite, mica or mould.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none">bodily injury or property damage occurring during the period of insurance;personal injury or denial of access committed during the period of insurance; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs, but we will not pay costs for any part of a claim not covered by this section.</p>
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none">has not, in our reasonable opinion, caused or contributed to the claim against them;

- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- 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.

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 limit of indemnity shown in the schedule.

Criminal proceedings costs

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**.

Additional cover

Court attendance compensation

If any person within the definition of **you** 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 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, **drones**, 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 employment/contract of service or apprenticeship with **you**.

Abuse

4. **abuse or molestation**.

Pollution

5.
 - a.
 - i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
 - b. any **pollution** occurring in the United States of America or Canada.

Cyber incident

6. or contributed to by, resulting from or in connection with any:
 - a. **cyber attack**;
 - b. **hacker**;
 - c. **social engineering communication**;
 - d. any fear or threat of 6.a. to 6.c. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way

		relating to 6.a. to 6.d. above.
Computer or digital technology error	7.	any computer or digital technology error .
Computer virus	8.	transmission of a computer virus .
Professional advice/services	9.	designs, plans, specifications, formulae, directions or advice prepared or given by you or professional services provided by you .
Your products	10.	<ul style="list-style-type: none"> a. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts; b. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products; c. any 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 equipments, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products; d. any products relating to drones or self-balancing motorised scooters.
Inefficacy	11.	inefficacy .
Deliberate or reckless acts	12.	any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	13.	your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	14.	date recognition .
War, terrorism, nuclear, asbestos or space perils	15.	war, terrorism, nuclear risks, asbestos risks or space perils .
Impact or contact sports	16.	<ul style="list-style-type: none"> a. death or bodily injury to any person taking an active part in any sport involving the striking of an opponent with any part of the body or any implement including but not limited to fencing, boxing, kick boxing, karate, kung fu, kendo, mixed martial arts, taekwondo, pororesu, jujutsu, muay thai, judo, unifight, judo and wrestling; b. death or bodily injury caused by the action or inaction of a participant(s) against another participant(s) taking an active part in any sport involving competitive physical contact between participants including but not limited to association football (soccer), Australian rules football, American football, rugby, hockey, ice hockey, lacrosse, hurling, water polo.
Treatment or care	17.	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 .
Infrastructure interruption	18.	any failure or interruption of services provided to you by a third party service provider including but not limited to an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers.
Personal data claims	19.	the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data .
	B.	We will not make any payment for:
Restricted recovery rights	1.	that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2.	finances and contractual penalties, punitive or exemplary damages.

Claims outside the applicable courts

3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

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

Claims outside the geographical limits

4. any claim brought against **you** resulting from work **you** undertake in any country outside the **geographical limits**.

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

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

Pollution

For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount shown in the schedule. **You** must pay the relevant **excess** shown in the schedule.

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

Criminal proceedings costs

The most **we** will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against **you** during the **period of insurance**.

Court attendance compensation

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

1. **You** or **your** partner or director €325
2. Any other employee €130

The most **we** will pay for the total of all court attendance compensation is €13000.

Paying out the limit of indemnity

At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which is likely to give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.
You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring you quote your policy number:
by email to: hiscoxirelandclaims@hiscox.com; or
by post to: Hiscox SA (Irish branch), The Observatory, 7-11 Sir John Rogerson's Quay, Dublin 2 D02 VC42.
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.

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.

Appointment of legal representation

We have the right, but not the obligation, to select and 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.

Partially covered claims

If a claim which is only partially covered by this section is brought against **you**, amounts relating to the non-covered parts of the claim will be deducted from **our** final settlement. **We** will not pay costs for any part of a claim not covered by this section. **We** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If **you** and **we** cannot agree on a fair allocation, **you** and **we** agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.

Payment of full limit of indemnity

We have no further duty to defend **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.

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.



Employers' liability Policy wording

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

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	Any person normally resident in the Republic of Ireland working for you in connection with your business who is: <ol style="list-style-type: none">1. employed by you under a contract of employment/contract of service or apprenticeship;2. hired to or borrowed by you;3. self-employed and working on a labour-only basis under your control or supervision;4. engaged by labour-only sub-contractors;5. a labour master or a person supplied by him;6. engaged under a work experience or training scheme;7. a voluntary helper.
Mental injury	A diagnosed recognisable psychiatric mental injury.

What is covered

Claims against you	<p>If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	<p>If any governmental, administrative or regulatory body brings any criminal action against 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.</p>
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none">1. has not, in our reasonable opinion, caused or contributed to the claim against them;2. accepts that we can control the claim's defence and settlement in accordance with the terms of this section;3. has not admitted liability or prejudiced the defence of the claim before we are notified of it;4. gives us the information and co-operation we reasonably require for dealing with the claim.



Employers' liability Policy wording

Additional cover

Court attendance
compensation

If any person within the definition of **you** 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

We will not make any payment for:

1. any claim or loss directly or indirectly due to:
 - a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore.
 - b. any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.
 - c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.
2. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, judgment or award from outside the applicable courts.
3. any claim or loss directly or indirectly due to, contributed to by, or resulting from or in connection with any:
 - a. **cyber attack**;
 - b. **hacker**;
 - c. **social engineering communication**;
 - d. any fear or threat of 3.a. to 3.c. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 3.a. to 3.d. above.
4. any claim or loss directly or indirectly due to, contributed to by, or resulting from or in connection with any **computer or digital technology error**.
5. any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.
7. any claim or loss directly or indirectly due to any failure or interruption of service provided by an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers.
8. any claim or loss directly or indirectly due to, contributed to by, or resulting from or in connection with **war, terrorism, nuclear risks, asbestos risks or space perils**.

How much we will pay

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

Special limits

Criminal proceedings costs

We will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.

Court attendance compensation

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

1. **You** or **your** partner or director €325
2. Any other **employee** €130

The most **we** will pay for the total of all court attendance compensation is €13,000.

Your obligations

We will not make any payment under this section:

If a problem arises

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which is likely to give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.

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

by email to: hiscoxirelandclaims@hiscox.com

by post to: Hiscox SA (Irish branch), The Observatory, 7-11 Sir John Rogerson's Quay, Dublin 2 D02 VC42.
2. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your employee** 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.

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.

Appointment of legal representation

We have the right, but not the obligation, to select and 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.

Partially covered claims

If a claim which is only partially covered by this section is brought against **you**, amounts relating to the non-covered parts of the claim will be deducted from **our** final settlement. **We** will not pay costs for any part of a claim not covered by this section. **We** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If **you** and **we** cannot agree on a fair allocation, **you** and **we** agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.

Payment of full limit of indemnity

We have no further duty to defend **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.

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.