



Hiscox Insurance
Your policy wording



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Introduction

Thank you for choosing Hiscox. We hope that the language and layout of this policy wording are clear because we want you to understand the insurance we provide as well as the responsibilities we have to each other. Where some words are shown in bold, these are defined in each section of the wording. Please read this document, including the policy schedule, policy summary and statement of fact, and let us know as soon as possible if any of the details are shown incorrectly.

We always try to deliver to the highest standards of service. Your views are important to us, so if you feel that our service is below the standard you would expect, please contact your broker who can work with Hiscox to resolve this.

Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

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

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**.



Steve Langan
CEO, Hiscox Insurance Company

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.

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. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

General terms and conditions

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Asbestos risks	<ol style="list-style-type: none">a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orb. exposure to asbestos, asbestos fibres or materials containing asbestos; orc. 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.
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ol style="list-style-type: none">a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;c. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Program	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Terrorism	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">a. is committed for political, religious, ideological or similar purposes; andb. is intended to influence any government or to put the public, or any section of the public, in fear; andc. <ol style="list-style-type: none">i. involves violence against one or more persons; orii. involves damage to property; oriii. endangers life other than that of the person committing the action; oriv. creates a risk to health or safety of the public or a section of the public; orv. is designed to interfere with or to disrupt an electronic system.
Virus	Programmes that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in the schedule.
You/your	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 **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** (including **your** 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 **we** establish that **you** deliberately or recklessly failed to present the risk to **us** fairly, **we** may treat this **policy** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.
- b. If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:
- i. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or
- ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.

Change of circumstances

3. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy** (a material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance). **We** may then change the terms and conditions of this **policy** or cancel it in accordance with the Cancellation condition,

If you fail to notify us of a change of circumstances

4. a. If **we** establish that **you** deliberately or recklessly failed to:
- i. notify **us** of a change of circumstances which may materially affect the **policy**; or
- ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing us with information in relation to a change of circumstances;
- we** may treat this **policy** 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. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.
- b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:
- i. if **we** would have cancelled this **policy**, **we** 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. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
- ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.

Reasonable precautions

5. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair. **We** will not make any payment under this **policy** 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. We will not make any payment under this policy until you have paid the premium.
Cancellation	7. You or we can cancel the policy by giving 30 days' written notice. We will give you a pro-rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium under £20. If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy . In this event, the period of insurance will equate to the period for which premium instalments have been paid to us . We will confirm the cancellation and amended period of insurance to you in writing.
Multiple insureds	8. The most we will pay is the relevant amount shown in the schedule. If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you . You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy .
Aggregate limit	9. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance .
Rights of third parties	10. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy 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 policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.
Cover under multiple sections	12. Where you , including anyone within the meaning of 'you' or 'insured person' in any section of the policy , are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy , being the section that provides the most advantageous cover to you or the party entitled to cover.
Governing law	13. Unless some other law is agreed in writing, this policy 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.

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	<p>1. We will not make any payment under this policy unless you:</p> <ul style="list-style-type: none"> 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. <p>2. You must:</p> <ul style="list-style-type: none"> 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. <p>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.</p>
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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.

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 each and every claim or loss basis unless otherwise specified.

Special definitions for this section

Advertising	Advertising, publicity or promotion in or of your products or services.
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Business activity	The activities stated in the schedule, which you perform in the course of your business .
Computer system	Any computer network, hardware, software, information technology and communications system, including any email, intranet, extranet or website.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Hacker	Any third party, other than an employee of yours , who maliciously targets you and gains unauthorised access to or unauthorised use of your computer system or data held electronically by you or on your behalf.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Retroactive date	The date stated as the retroactive date in the schedule.
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	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 , any party brings a claim, including any injunctive proceedings, against you 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 your individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to you and under your supervision;
Transmission of a virus	g. negligence or breach of a duty of care in connection with the transmission of a computer virus or a denial of service attack;
Other civil liability	h. any other civil liability;
	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.
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 any business activity undertaken on your behalf by any sub-contractor or outsourcer.

Avoiding a potential claim against you

If:

- a. **your** client has reasonable grounds for being dissatisfied with the work **you** have done or which has been done on **your** behalf and refuses to pay for any or all of it, including amounts **you** legally owe to sub-contractors or outsourcers at the date of the refusal;
- b. **your** client threatens to bring a claim against **you** for more than the amount owed; and
- c. **we** believe that it may be possible to settle the dispute with the client by **your** agreeing not to press for the disputed amount,

we may pay **you** the amount owed to **you** over and above the **excess**. If **we** do, **you** must agree not to press **your** client for the disputed amount.

Alternatively, if it is not possible to reach agreement with the client on this basis but **we** still believe that by not pressing for the disputed amount **you** will avoid a legitimate claim or counterclaim for a greater amount, **we** may pay the amount owed to **you** at that time, over and above the **excess**.

If a claim is still brought, **we** will deal with it but **our** total payment, including what **we** have already paid **you** or on **your** behalf, will not exceed the applicable limit of indemnity stated in the schedule. **You** must return the amount **we** have paid if **you** eventually recover the debt, less **your** 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.

Your own losses

Losses from dishonesty

If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** discover a loss from the dishonesty of **your** employees, or sub-contractors or outsourcers directly contracted to **you** and under **your** supervision, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss provided that the loss was suffered on or after the **retroactive date**.

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.

What is not covered

- A. **We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
1. any investment advice, financial advice, investment of client funds or any activity regulated by the Financial Conduct Authority, Prudential Regulation Authority or any other similar or successor regulatory body.
 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.
 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.
 4. any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
 5. **pollution**.

Virus	6. any virus that was not specifically targeted to your system.
Discrimination and harassment	7. any discrimination, harassment or unfair treatment, unless arising directly from your breach of a duty of care in the performance of a business activity .
Injury	8. the death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from your breach of a duty of care in the performance of a business activity .
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 your breach of a duty of care in the performance of a business activity . This clause does not apply to your own loss under the Loss of documents cover in What is covered .
Negotiable instruments	11. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
Hacker	12. the loss, copying or distortion of any data by a hacker .
Directors and officers' liability	13. any personal liability incurred by a director or officer of yours when acting in that capacity or managing your business , or a breach of any fiduciary duty, other than when performing a business activity for a client, or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements.
Product liability	14. any supply, manufacture, sale, installation or maintenance of any product.
Defamatory statements	15. any statement you 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 you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in What is covered , Claims against you, but we 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 your work, likely to lead to a claim against you or your own loss, which you knew or ought reasonably to have known about before we agreed to insure you .
Date recognition	18. date recognition .
War, terrorism and nuclear	19. war, terrorism or nuclear risks .
Asbestos	20. asbestos risks .
Contractual liability	21. any liability under any contract which is greater than the liability you would have at law without the contract.
Employees	22. anyone's employment with or work for you , or any breach of an obligation owed by you as an employer.
Supplied personnel	23. the work of any personnel supplied by you to a client, unless you 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.
	B. We will not make any payment for:
Claims brought by a related party	1. any claim brought by an insured 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. 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 activity .
Restricted recovery rights	2. that part of any claim where your right of recovery is restricted by any contract.
Lost profit and VAT	3. your lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any client,

account or business.

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| Non-compensatory payments | 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. |
| Claims outside the applicable courts | 6. 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 . |

How much we will pay

We will pay up to the limit of indemnity for this section stated in the schedule unless limited below or otherwise in the schedule. **We** will also pay for **defence costs**. However, if a payment greater than the applicable 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.

When **we** settle a loss under **Your own losses**, Losses from dishonesty, **we** will deduct any sums **you** owe or the value of any property **you** hold belonging to the perpetrator.

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

Special limits

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:

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|-----------------|-------------------------------------------------------------------------------------------------|
| Dishonesty | 1. the dishonesty of your partners, directors, employees, subcontractors or outsourcers; |
| Property damage | 2. the physical loss or destruction of or damage to tangible property; and |
| Injury | 3. the death, disease or bodily or mental injury of anyone. |

Losses from dishonesty	The most we will pay for the total of your own losses arising from the dishonesty of your employees, sub-contractors and outsourcers is the amount stated in the schedule.
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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. **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

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| If a problem arises | <ol style="list-style-type: none">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:<ol style="list-style-type: none">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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Control of defence	<p>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.</p> <p>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 Queen's Counsel, or equivalent in a different jurisdiction, as to the prospects of you successfully defending a claim or part of a claim. Such opinion shall be binding on you and us. The costs of obtaining such opinion shall be met by us.</p>
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 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 the covered parts of a claim.

Cyber and data

Policy wording

Please read the schedule to see whether breach costs, cyber business interruption, hacker damage, cyber extortion, privacy protection or media liability are covered by this section.

The General terms and conditions 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.
Breach	<ol style="list-style-type: none">1. The unauthorised acquisition, access, use or disclosure of, or the loss or theft of personal data, which compromises the security or privacy of that information such that it poses a significant risk of financial harm to the data subject; or2. any unauthorised acquisition, access, use or disclosure of personal data which triggers your obligations under any statute, law or regulation to make any notification of such unauthorised acquisition, access, use or disclosure.
Breach forensic costs	Following a possible breach , the costs you incur for computer forensic analysis conducted by outside forensic experts to confirm the breach and identify the affected data subjects , as well as outside legal fees necessary for the preservation of the lawyer-client privilege of forensic reports and findings.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding or any assertion of liability or any written demand for financial compensation or injunctive relief first made against you within the applicable courts .
Cloud provider	Any entity providing hardware or software services to you over the internet, including the provision of software as a service, infrastructure as a service or platform as a service.
Computer system	Any computer network, hardware, software, information technology and communications system, including any email, intranet, extranet or website.
Credit monitoring costs	Following a breach , the costs you incur to provide one year of credit monitoring services or other credit protection services to each affected data subject . Such services must be redeemed by the data subject within 12 months of the data subject first being offered such services.
Data subject	Any natural person who is the subject of personal data .
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	Any individual performing employment duties solely on your behalf in the ordinary course of your business 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 duties. You and your independent contractors will not be treated as employees under this section.
Hacker	Anyone, including an employee of yours , who maliciously targets you and gains unauthorised access to or unauthorised use of your computer system or data held electronically by you or on your behalf, solely by circumventing electronically the security systems in place to protect against such unauthorised access or unauthorised use.
Illegal threat	Any threat from a third-party to: <ol style="list-style-type: none">a. damage, destroy or corrupt your computer system, programmes or data you hold electronically, or any programmes or data for which you are responsible, including by specifically introducing a virus; orb. disseminate, divulge or use any electronically held commercial information which:<ol style="list-style-type: none">i. you are responsible for;ii. is not in the public domain; and

iii. will cause commercial harm if made public;
following any unauthorised external electronic access by that third-party.

Income	The total income from your business .
Increased costs of working	The reasonable and necessary costs and expenses incurred by you for the sole purpose of minimising the reduction in income from your business during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period, in months, beginning at the date the interruption to your business commences and lasting for the period during which your income is affected as a result of such interruption, but for no longer than the number of months shown in the schedule.
Loss	Any financial harm caused to your business .
PCI charges	Any charges, fines, penalties, levies, costs, expenses, assessments, contractual damages or imposition of liabilities of any nature arising as a direct result of your failure to comply with PCI DSS due to a breach , including any sums in relation to card reissuance or fraudulent transactions.
PCI DSS	Payment Card Industry Data Security Standard.
Personal data	Any non-public individually identifiable information about a data subject , including but not limited to such information protected by the Data Protection Act 1998 or any similar or successor legislation.
Privacy forensic costs	Following a claim under What is covered, Claims against you , Privacy protection, the reasonable and necessary costs incurred by you with our prior written consent for forensic services conducted by outside forensic experts to defend a claim .
Privacy investigation	Any official examination, official enquiry or official investigation brought against you based on the same allegations as a claim under What is covered, Claims against you , Privacy protection a. i., ii., or iv., conducted by any regulator, government department or other body legally empowered.
Privacy investigation costs	All reasonable and necessary lawyers' and experts' fees and legal costs, including privacy forensic costs , incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a privacy investigation , 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.
Regulatory award	Following a privacy investigation , any civil or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages, including but not limited to those imposed by any national, federal, state or local governmental body or any licensing organisation, if insurable in the jurisdiction where such award was first ordered, but not including PCI charges .
Retroactive date	The date stated as the retroactive date in the schedule. For any subsidiary , the retroactive date shall mean the later of the retroactive date shown in the schedule and the date you first took control of such entity, unless otherwise agreed by us in writing.
Subsidiary	An entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar that has been identified in your proposal for this policy and of which you own more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the period of insurance .
Time excess	The period shown in the schedule as the time excess, being the period immediately following an interruption during which no cover is provided under What is covered, Your own losses , Cyber business interruption.
You/your	Also includes: <ol style="list-style-type: none">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;any subsidiary.

What is covered

Your own losses

1. Breach costs
- If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date**, **you** discover or suspect a **breach** has occurred, **we** will pay all reasonable and necessary:
- breach forensic costs**;
 - outside legal fees **you** incur in managing **your** response to the **breach**;
 - costs **you** incur to notify each affected **data subject** of the **breach**;
 - costs **you** incur to notify any regulatory body, including the Information Commissioner's Office, of the **breach** where **you** are required by any law or regulation to do so;
 - costs **you** incur to use a third-party call centre to answer enquiries from affected **data subjects** following notification of the **breach** to such **data subjects**; and
 - credit monitoring costs**;
- incurred with **our** prior written agreement.
- Breach by suppliers
- We** will indemnify **you** against any **loss** falling within the scope of **What is covered**, **Your own losses**, Breach costs, which arises as a result of any **breach** caused by a supplier of **yours**.
2. Cyber business interruption
- We** will insure **you** for **your** loss of **income**, including where caused by damage to **your** reputation, and any **increased costs of working**, resulting solely and directly from an interruption to **your business** commencing during the **period of insurance** and lasting longer than the **time excess**, due to:
- the activities of a third-party who specifically targets **you** alone by maliciously blocking electronically the access to **your computer system**, **programmes** or data **you** hold electronically; or
 - a **hacker** who specifically targets **you** alone.
3. Hacker damage
- If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date**, **you** discover a **loss** caused by a **hacker**:
- damaging, destroying, altering, corrupting, or misusing **your computer system**, **programmes** or data **you** hold electronically, or any **programmes** or data for which **you** are responsible; or
 - copying or stealing any **programme** or data **you** hold electronically or for which **you** are responsible;
- we** will pay all the reasonable and necessary expenses incurred with **our** prior written consent in replacing or repairing **your computer system**, **programmes** or data **you** hold electronically to the same standard and with the same contents before it was damaged, destroyed, altered, corrupted, copied, stolen or misused.
4. Cyber extortion
- If during the **period of insurance**, and in the course of **your business** or **advertising**, **you** receive an **illegal threat**, **we** will pay the cost of any ransom demand from the third-party or, if the demand is for goods or services, their market value at the time of the surrender, provided that **you** can demonstrate to **us** that:
- the ransom was paid, or the goods or services were surrendered, under duress;
 - before agreeing to the payment of the ransom or the surrender of goods or services, **you** made all reasonable efforts to determine that the **illegal threat** was genuine and not a hoax; and
 - an individual within the definition of **you** agreed to the payment of the ransom or the surrender of the goods or services.
- We** will also pay:
- the fees of **our** appointed consultant, incurred by **you** with **our** prior written consent, for advising **you** on the handling and negotiation of the ransom demand; and
 - the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.
- Claims against you**
5. Privacy protection
- If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date** within the **geographical limits**:
- any party brings a **claim** against **you** for **your** actual or alleged:
 - breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for **personal data**;
 - breach of duty to maintain the security or confidentiality of **personal data**;

- iii. breach of any duty of confidence, including in respect of any commercial information; or
- iv. breach of any contractual duty to maintain the security or confidentiality of **personal data**, including under a payment card processing agreement with any bank or payment processor or under **your** public facing privacy policy; or

b. **you** are the subject of a **privacy investigation**;

we will pay:

- 1. 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**;
- 2. any **regulatory award**;
- 3. **PCI charges**; and
- 4. **privacy forensic costs, privacy investigation costs and defence costs**.

6. Media liability

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date** within the **geographical limits**, any party brings a **claim** against **you** for any actual or alleged:

- a. infringement of any intellectual property rights;
- b. defamation, including libel, slander, trade libel, product disparagement or malicious falsehood; or
- c. negligent transmission of a **virus**;

which directly arises from the content of **your** email, intranet, extranet or website, including alterations or additions made by a **hacker**, **we** will indemnify **you** against 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 **you** to pay claimants' lawyers' fees and costs.

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

What is not covered

A. **We** will not make any payment for any **claim** or part of a **claim** (including **defence costs**) or any **loss, breach, privacy investigation, illegal threat** or interruption directly or indirectly due to:

Breach of professional duty

1. any **claim** under **What is covered, Claims against you**, Privacy protection made by any individual or entity to whom or which **you** have provided professional advice or services.

Failure by service providers

2. any failure or interruption of service provided by an internet service provider, telecommunications provider, **cloud provider** but not including the hosting of hardware and software that **you** own, or other utility provider.

This exclusion does not apply:

- a. where **you** provide such services as part of **your business**;
- b. to **What is covered, Your own losses**, Breach costs, Breach by suppliers.

Intellectual property

3. any actual or alleged loss, theft or infringement of intellectual property. However, this does not apply to any **claim** under **What is covered, Claims against you, Media liability**.

Patent or trade secret

4. any actual or alleged infringement, use, misappropriation or disclosure of a patent or trade secret.

Hack by director or partner

5. any individual **hacker** within the definition of **you**.

Destruction of tangible property

6. any loss, theft, damage, destruction or loss of use of any tangible property. However, this exclusion does not apply to data.

Bodily injury

7. any death or bodily injury or disease suffered or alleged to be suffered by anyone. However, this exclusion does not apply to any portion of a **claim** seeking damages for mental anguish or distress where such damages solely stem from a covered **claim** for defamation or breach of privacy.

Seizure and confiscation

8. any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority, or any order

by such authority to take down, deactivate or block access to **your computer system**.

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|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| War, terrorism and nuclear risks | 9. war, terrorism or nuclear risks . |
| Defamatory statements | 10. any statement you knew, or ought reasonably to have known, was defamatory at the time of publication. |
| Insolvency | 11. your insolvency or the insolvency of your suppliers or sub-contractors. |
| Pre-existing problems | 12. anything likely to lead to a claim, loss, breach, privacy investigation, illegal threat or interruption, which you knew or ought reasonably to have known about before we agreed to insure you . |
| Dishonest and criminal acts | 13. any fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business, 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, or reasonably ought to have known at the time you performed it, would give rise to a claim, loss, breach, privacy investigation, illegal threat or interruption to your business .
However, this exclusion will not apply unless: <ol style="list-style-type: none">such conduct, wilful violation of the law or act has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding; orsuch conduct, wilful violation of the law or act has been established by your admission in a proceeding or otherwise; oryou or we discover evidence of such conduct, wilful violation of the law or act; at which time you shall reimburse us for all payments made by us in connection with such conduct, wilful violation of the law or act and all of our duties in respect of that entire claim, loss, breach, privacy investigation, illegal threat or interruption shall cease. |
| Reckless conduct | 14. any conduct committed by you in reckless disregard of another person's or business' rights, but not in respect of a covered claim for defamation.
B. We will not make any payment for: |
| Claims brought by a related party | 1. any claim brought by any person or entity 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.
However, this does not apply to a claim based on a liability to an independent third-party directly arising out of your business . |
| Media liability claims by employees | 2. any claim under What is covered, Claims against you , Media liability made by any person or entity that you currently employ or formerly employed, including but not limited to employees , freelancers, and independent contractors. |
| Fines, penalties and sanctions | 3. criminal, civil or regulatory sanctions, fines, penalties, disgorgement of profits, punitive damages, exemplary damages, treble damages or multiple damages which you are legally obliged to pay, including but not limited to those imposed by any national or local governmental body or any licensing organisation.
However, this does not apply to: <ol style="list-style-type: none">PCI charges; orregulatory awards if insurable in the jurisdiction where such award was first ordered. |
| Claims outside the applicable courts | 4. any claim 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 . |
| Credit monitoring costs | 5. credit monitoring costs unless: <ol style="list-style-type: none">arising from a breach of a data subject's National Insurance number, driver's licence number or other government issued identification number that can be used, in combination with other information, to open a new financial account; oryou are required by any law or regulation to provide credit monitoring or credit protection services. |

Non-specific privacy investigations

6. any **privacy investigation** arising from any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of **your** industry which is not solely related to an alleged breach of privacy by **you**.

How much we will pay

We will pay up to the overall limit of indemnity shown in the schedule for the total of all **claims, losses, breaches, privacy investigations, illegal threats** and interruptions, including all **defence costs, privacy forensic costs, privacy investigation costs** and **credit monitoring costs**, unless limited below or otherwise in the schedule. **You** must pay the relevant **excess** shown in the schedule.

In the event of more than one **claim, loss, breach, privacy investigation, illegal threat** or interruption arising from the same original cause or a single source, **you** will only be liable to pay one **excess**, being the highest applicable **excess** shown on the schedule.

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 ordinarily incurred in the performance of **your business**, 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.

Cyber business interruption

Following a covered interruption, **we** will pay the difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the interruption, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working**.

You must bear the **time excess** in respect of each covered interruption.

Special limits

Regulatory awards

The most **we** will pay for the total of all **regulatory awards** is the amount shown in the schedule. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

PCI charges

The most **we** will pay for the total of all **PCI charges** is the amount shown in the schedule. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

Control of defence

Defence arrangements

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** or **privacy investigation**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim** or **privacy investigation**. 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.

We will not pay any **defence costs, privacy investigation costs, privacy forensic costs** or **credit monitoring costs** for any part of any **claim** or **privacy investigation** not covered by this section.

Paying out the limit of indemnity

At any stage of a **claim, loss, breach, privacy investigation, illegal threat** or interruption, **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs, privacy forensic costs, privacy investigation costs** and **credit monitoring costs** already incurred at the date of **our** payment. **We** will then have no further liability for that **claim, loss, breach, privacy investigation, illegal threat** or interruption, including any **defence costs, privacy forensic costs, privacy investigation costs** or **credit monitoring costs**.

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us** promptly 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, of **your** first awareness of:
 - a. any **claim, loss, breach, privacy investigation, illegal threat** or interruption; or
 - b. anything which is likely to give rise to a **claim, loss, breach, privacy investigation, illegal threat** or interruption.

If **we** accept **your** notification **we** will regard any subsequent **claim, loss, breach,**

privacy investigation or interruption as notified to this insurance.

2. **We** will not make any payment under **What is covered, Your own losses**, Cyber extortion unless **you**:
 - a. inform, or allow **us** to inform, the appropriate law enforcement authorities where any **illegal threat** was made; and
 - b. keep **us** fully informed of all developments concerning any **illegal threat** or ransom demand.
3. When dealing with any client or 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 **we** have suffered as a result.
4. **You** must ensure that **our** rights of recovery against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Crisis containment

Policy wording

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

Special definitions for this section

Crisis	A time of severe difficulty in your activities or danger to your business as a result of an insured incident that could, if left unmanaged, cause adverse or negative publicity of or media attention to you or your business .
Crisis containment costs	Reasonable and necessary costs incurred in utilising the services of the crisis containment provider to limit or mitigate the impact of a crisis .
Crisis containment provider	The person or company named in the schedule.
Insured incident	An incident, act or problem that in your good faith opinion could potentially give rise to a covered claim being made by you under any other section of this policy .
Working hours	The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

What is covered

Crisis containment costs	We will pay crisis containment costs incurred within the geographical limits with our prior written consent as a direct result of a crisis commencing during the period of insurance .
Outside working hours discretionary crisis mitigation costs	We will also pay crisis containment costs incurred within the geographical limits without our consent in carrying out immediate work outside of working hours to limit or mitigate the impact of the crisis . Any such work done by the crisis containment provider will not be confirmation of cover under this or any other section of this policy .

What is not covered

We will not make any payment for:

1. **crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
2. **crisis containment costs** relating to any:
 - a. claim under any **Management liability – Employment practices liability** section;
 - b. employment claim under any **Management liability – Directors and officers** section or **Management liability - Trustees and individual liability** section.
3. costs which are covered under any other section of this **policy**.
4. any **crisis containment costs** directly or indirectly due to:
 - a. any incident, act, investigation or problem that affects **your** profession or industry; or
 - b. governmental regulations which affect another country or **your** profession or industry; or
 - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
 - d. socioeconomic changes or business trends which affect **your business** or **your** profession or industry.

How much we will pay

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**.

All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**. This includes such **crises** arising after, as well as during, the **period of insurance**.

Your obligations

We will not make any payment under this section unless **you** notify any **crisis** in accordance with either of the following:

If a crisis arises during working hours

1. If **you** first become aware of the **crisis** during **working hours** **you** must notify **us** of it immediately by phoning **us** on the number stated in the schedule.

We will then determine if the incident, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist **you** in the management of the **crisis**.

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

You must co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule. **You** must also notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the schedule.

You must co-operate fully with the **crisis containment provider** in the management of the **crisis**.