

SCHEDULE

Policy: HU PI6 9203055 (1)



INSURANCE DETAILS

Period of Insurance: Continuous cover from 23 March 2015 until the policy is cancelled.

Underwritten by: Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy

General terms and conditions wording : 6253 WD-PIP-UK-GTC(7)
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below

Broker : DC Vanilla (Response)

Payment Method : Payment by Monthly Direct Debit

Anniversary Date: 23 March 2015

INSURED DETAILS

Insured : Cloudsoft Ltd
Address : 40D Gledstones Road
LONDON
W14 9HU

Additional Insureds : There are no Additional Insureds on this policy.

Business : IT contractor

PREMIUM DETAILS

Annual Premium :	£ 704.47	Annual Tax :	£ 42.27	Total :	£ 746.74
Total Premium :	£ 704.47	Total Tax :	£ 42.27	Total :	£ 746.74
Monthly Premium :	£ 58.71	Tax :	£ 3.52	Total :	£ 62.23



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BIA Customer Care Award
2012



Outstanding Insurer Claims
Team of the Year 2013

Policy: HU PI6 9203055 (1)

PROFESSIONAL INDEMNITY FOR INFORMATION TECHNOLOGY

Section wording : Direct - PI IT1 (2)
Insurer: Hiscox Insurance Company Limited

Limit of indemnity	Excess	Annual Premium	Annual Tax	Monthly
£ 2,000,000	£ 500	£ 499.38	£ 29.96	£ 44.11

Limit applies to : any one claim and in the aggregate including defence costs
Excess Applies to : each claim or loss including defence costs
Geographical Limits : European Union
Applicable Courts : European Union

Business Activities

IT contractor

Endorsements

- 113.1** Loss of own documents endorsement
- 320.1** Counterfeit software endorsement

PUBLIC AND PRODUCTS LIABILITY

Section wording : 6130 WD-PIP-UK-GL(6)
Insurer: Hiscox Insurance Company Limited

Limit of indemnity	Excess	Annual Premium	Annual Tax	Monthly
£ 2,000,000	£ 250	£ 113.09	£ 6.79	£ 9.99

Limit applies to : Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.
Excess Applies to : each agreed claim for property damage only
Geographical Limits : European Union
Applicable Courts : European Union

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

Criminal defence costs	£ 100,000 in aggregate during any one period of insurance
Pollution defence costs	£ 100,000 in aggregate during any one period of insurance

Policy: HU PI6 9203055 (1)

What is not Covered

EMPLOYERS LIABILITY

Section wording : 6129 WD-PIP-UK-EL(6)

Insurer: Hiscox Insurance Company Limited

Limit of indemnity	Excess	Annual Premium	Annual Tax	Monthly
£ 10,000,000	Nil	£ 92.00	£ 5.52	£ 8.13

Limit applies to : All claims and their defence costs which arise from the same accident or event

Geographical Limits : Worldwide

Applicable Courts : England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

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

Criminal defence costs £ 100,000 in the aggregate

Terrorism £ 5,000,000 in the aggregate

The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

Professional indemnity: endorsements

Clause	113.1	Loss of own documents endorsement This section is extended to cover you against the cost of restoring or replacing any document, information or data of yours which is necessary for the performance of your business activity if you discover during the period of insurance that it has been lost, damaged or destroyed while in your possession. This does not include any bearer bonds, coupons, share certificates, stamps, money or other negotiable documents or any artwork created in the performance of your business activity .
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We will not make any payment arising from the loss or distortion of any data held electronically.

HOW MUCH WE WILL PAY

We will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing the lost, damaged or destroyed document, information or data.

This endorsement does not increase the total amount **we** will pay for all claims inclusive of **defence costs**, and **your** own losses, arising from dishonesty and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone. **You** must pay the relevant **excess** shown in the schedule.

Clause	320.1	Counterfeit software endorsement 1. The following exclusion is added to Part A of WHAT IS NOT COVERED: 25. counterfeit goods including software, unless obtained from a source specifically approved by the originator of the goods. 2. The following special limit is added to HOW MUCH WE WILL PAY The most we will pay for the total of all claims and defence costs arising from counterfeit goods including software is £25,000. You must pay the relevant excess shown in the schedule.
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Public and products liability: endorsements

Policy: HU PI6 9203055 (1)
Policy Summary
GL Summary of Cover
Employers' liability: endorsements
Policy Summary
EL Summary of Cover
Endorsements which apply to whole policy

Clause	25.2	Continuous policy endorsement
		We agree to give you continuous cover under this policy. To achieve this, all the references in this policy to period of insurance shall be for a continuous period starting with the date in the schedule, until either you or we cancel this policy. However, you must tell us as soon as reasonably practicable if any of the current actual figures exceed the maximum shown in the latest Duty of Disclosure Reminder. - Cancellation clause 5 in the General Terms and Conditions of this policy is replaced by the following: 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 for which you have already paid. However, we will not refund any premium under £10. We may also cancel the policy if any premium remains unpaid 21 days after the due date. In such cases we will cancel the policy by giving seven days' notice. Where we cancel the policy for non-payment of premium, cover will cease on the date the premium was due. - In view of the continuous nature of this policy, we may at our discretion amend its premium and/or terms and conditions and we will tell you of our intention to do so. If you are unhappy with our proposed amendments, you will have the option to decline to continue this insurance. We will give you at least 30 days' notice of any changes.

Policy: HU PI6 9203055 (1)

Clause	603.1	Commercial assistance and legal advice helpline This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business. This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as: • Employment • Prosecutions • Discrimination in the workplace • Health & safety • European law Helpline number: +44 (0)845 2703298 Helpline hours: 24 hours a day, 7 days a week This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.
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Clause	Data Protection Act By accepting your Policy, you consent to us using the information we may hold about you for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about you where this is necessary (for example health information or criminal convictions). This may mean we have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by us as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. You have the right to apply for a copy of your information (for which we may charge a small fee) and to have any inaccuracies corrected. For training and quality control purposes, telephone calls may be monitored or recorded
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INFORMATION ABOUT US

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

Name	Hiscox Underwriting Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

Insurers

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

Name	Hiscox Insurance Company Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority

Complaints procedure

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service. If you have any concerns about your policy or the handling of a claim you should, in the first instance, contact Hiscox customer relations either in writing at:

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL
United Kingdom

or by telephone on +44 (0)1206 773705 or by email at customer.relations@hiscox.com.

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service or your local Ombudsman. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to your right to take legal proceedings.

Financial Services Compensation Scheme

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

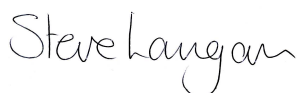
A seamless integrated insurance solution for professionals.

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 unauthorized 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
Managing Director, Hiscox UK

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
Hiscox House
Sheepen Place
Colchester
CO3 3XL

or by telephone on 01206 773705
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 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	a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or b. exposure to asbestos, asbestos fibres or materials containing asbestos; or c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
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	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 .
Programme	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: a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and c. i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or iv. creates a risk to health or safety of the public or a section of the public; or v. 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.

General terms and conditions

We / us / our

The insurers named in the schedule.

You / your

The insured named in the schedule.

Conditions precedent

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

General conditions

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

Basis of insurance

1. Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure **you** is incorporated into and forms the basis of this **policy**.
All facts and matters which might be relevant to **our** consideration of **your** proposal must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.

Change of circumstances

2. **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**.

Due diligence

3. **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.

Premium payment

4. **We** will not make any payment under this **policy** unless **you** have paid the premium.

Cancellation

5. **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 £10.
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

6. 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

7. 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**.
If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.

Rights of third parties

8. **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.

General terms and conditions

Other insurance	9. 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.
Governing law	10. Unless some other law is agreed in writing, this policy will be governed by the laws of England.
Arbitration	11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

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

Your obligations	1. We will not make any payment under this policy unless you: a. give us prompt notice of anything which is likely to give rise to a claim under this policy, in accordance with the terms of each section; b. give us, at your expense, any information which we may reasonably require and co-operate fully in the investigation of any claim under this policy; c. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; d. give us all assistance which we may reasonably require to pursue recovery of amounts we may become liable to pay under this policy, in your name but at our expense.
Fraud	2. If you , or anyone on your behalf, tries to deceive us by deliberately giving us false information or making a fraudulent claim under this policy then we will treat this policy as if it had never existed.

Professional Indemnity for Information Technology (Negligence based) – IT PI Policy wording

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

Special definitions for this section

Business activity	The activities shown in the schedule, which you perform in the course of your business .
Deliverables	Any software, hardware, firmware, cabling or electronic equipment.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
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** within the **geographical limits** for clients, any party brings a claim against **you** for:

- a. breach of a written contract to design, produce or supply **deliverables** due to:
 - i. the **deliverables** either not conforming in all material respects with any written specification that forms part of the relevant contract and where it is an express term of the contract that the **deliverables** must comply with that specification;
 - ii. the **deliverables** containing a material defect;
 - iii. the **deliverables** failing to meet any implied statutory term concerning necessary quality, safety or fitness,
- b. negligence or breach of an express or implied contractual duty to use reasonable care and skill,
- c. negligent misstatement or negligent misrepresentation,
- d. defamation,
- e. infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off, including any liability **you** have for infringement of intellectual property rights under an indemnity in a written contract with **your** client for the supply of **deliverables**,
- f. dishonesty of **your** individual partners, directors, employees or self-employed freelancers directly contracted to **you** and under **your** supervision,

we will indemnify **you** against the sums **you** have to pay as compensation.

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

Avoiding a potential claim against you

If **your** client has reasonable grounds for being dissatisfied with the work **you** have done, refuses to pay for any or all of it, including amounts **you** legally owe to sub-contractors at the date of the refusal, and threatens to bring a claim against **you** for more than the amount owed, it may be possible to settle the dispute with the client by **your** agreeing not to press for the disputed amount. If so, **we** will pay **you** the amount owed to **you** at that time if **we** believe that this will avoid a legitimate claim for a greater amount and **we** have given **our** prior written approval to settling in this way and for this 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** will pay the amount owed to **you** at that time. 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 shown 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 this payment **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 part of a claim not covered by this section.

Professional Indemnity for Information Technology (Negligence based) – IT PI Policy wording

Your own losses

Loss of documents

If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your business activity** is lost, damaged or destroyed while in **your** possession, **we** will cover **you** against the cost of restoring or replacing it.

What is not covered

Matters specific to your business

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. any financial advice **you** give or the arrangement of any finance or credit.
 2.
 - a. any inherent defect in any **deliverables** which are supplied by or originate from a third party;
 - b. any failure or default by a third party to supply any service.
 3. counterfeit goods including software, unless obtained from a source specifically approved by the originator of the goods.
 4. **your** 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 **your** breach of any legislation or regulation related to these activities.
 5. the infringement of any patent.
 6. breach of confidence or misuse of any information or infringement of any right to privacy.
 7. the work of any contract worker supplied by **you** to a client.
 8. any obscenity, blasphemy or pornographic material.
 9. **your** insolvency or **your** financial difficulties.
 10. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
 11. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
 12. transmission by **you** of a computer **virus**, worm, logic bomb or Trojan horse.
 13. any **virus**, worm, logic bomb or Trojan horse written or created by **you**, **your** employee or any self-employed freelancer directly contracted to **you** and under **your** supervision.
 14. any **virus**, worm, logic bomb or Trojan horse which indiscriminately replicates itself and is automatically disseminated on a global or national scale, or to an identifiable class or sector of users.

Matters insurable elsewhere

15. the death or any bodily or mental injury or disease suffered by anyone.
16. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
17. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.
18. the loss, damage or destruction of any tangible property. This does not apply to claims for documents in **your** care, custody or control in connection with a **business activity** for a client or to **your** own loss under the cover for loss of documents in What is covered.
19. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
20. the loss or distortion of any data of **yours** held electronically.
21. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
22. **your** supply, manufacture, sale, installation or maintenance of any product, other than **deliverables**.

Professional Indemnity for Information Technology (Negligence based) – IT PI Policy wording

Deliberate, reckless or dishonest acts	23. any statement you knew, or ought reasonably to have known, was defamatory at the time of publication. 24. 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, but we will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.
pre-existing problems	25. any shortcoming, or alleged shortcoming, in your work which you knew about, or ought reasonably to have known about, before we agreed to insure you .
Date recognition	26. date recognition .
War, terrorism and nuclear	27. war, terrorism or nuclear risks .
Asbestos	28. asbestos risks .
Claims brought by a related party	B. We will not make any payment for: 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.
Recall costs	3. the costs and expenses involved in the refund, recall or replacement of any service or deliverables .
Consequential loss	4. your lost profit, mark-up or liability for VAT or its equivalent. 5. any trading loss or trading liability including those arising from the loss of any client, account or business.
Non-compensatory payments	6. fines and contractual penalties, aggravated, punitive or exemplary damages, and 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	7. 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.

How much we will pay

The most **we** will pay for the total of all claims, losses and **defence costs** is the single limit of indemnity shown in the schedule, irrespective of the number of claims. **You** must pay the **excess** shown in the schedule for each claim, including **defence costs**.

For lost, damaged or destroyed documents, information or data, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing them.

Special limits

The most **we** will pay for the total of all claims and **defence costs** arising from counterfeit goods including software is £25,000. **You** must pay the relevant **excess** shown 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. This includes **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for any claim, loss or costs.

Professional Indemnity for Information Technology (Negligence based) – IT PI

Policy wording

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of a shortcoming in **your** work for a client which is likely to lead to a claim against **you**. This includes:
 - i. a shortcoming known to **you**, but not to **your** client, which **you** cannot reasonably put right;
 - ii. a complaint from **your** client about **your** work or anything **you** have supplied which cannot be immediately resolved;
 - iii. an escalating level of complaint from **your** client on a particular project;
 - iv. a client withholding payment due to **you** after any complaint.

If **we** accept **your** notification, this does not alter **your** obligation to take reasonable steps to correct any problem as provided below but **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 or self-employed freelancer has acted dishonestly.
 - d. **your** discovery that any document, information or data of **yours** has been lost, damaged or destroyed.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, 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.

Onerous contracts

We will not make any payment under this section if:

1. **you** failed to take reasonable steps before entering into a contract with a client, or extending the scope of an existing contract, to ensure that either **you** could provide the required level and quality of **deliverables** or services for the quoted price using the resources available to **you** or the contract was capable of being performed in accordance with all its terms and any representations made by **you** or on **your** behalf; or
2. **you** agreed in **your** contract with a client either to use more than reasonable care and skill or to provide something more than reasonably fit for its intended purpose or to have a greater financial responsibility for any claim covered by this insurance than would otherwise be the case at law.

Correcting problems

We will not make any payment under this section if **you** failed to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the **deliverables** or services **you** have supplied to a client arising either prior to **your** client's acceptance of the **deliverables** or within 180 days of acceptance or any longer period specified in any contract with **your** client, including a maintenance contract. This extends to **your** ensuring that **you** could correct any such defect by having the relevant versions of the source code, if available to **you**, or by keeping back-up copies of relevant software or data.

Computer systems back-ups

We will not make any payment under this section if **you** have failed to take reasonable steps to make back-up copies of any data, file or program at reasonably frequent intervals.

Consequential losses

We will not make any payment under this section if **you** failed to limit in a contract with **your** client any liability for loss of turnover, sales, revenue or profits, or for loss of software or data, or for indirect, consequential or special loss, where it was reasonable for **you** to have done so.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

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

Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods 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	If, as a result of your business, any party brings a claim against you for: a. bodily injury or property damage occurring during the period of insurance; b. personal injury or denial of access committed during the period of insurance, we will indemnify you against the sums you have to pay as compensation. This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity. We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.
Overseas personal liability	We will indemnify you and if you so request, any of your directors, partners or any employee or spouse of such person against legal liability as a result of bodily injury, property damage or personal injury incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than a. where indemnity arises out of the ownership or occupation of land or buildings; b. where indemnity is provided by any other insurance.
Claims against principals	If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against 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:

Public and products liability

Policy wording

- a. 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, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

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

Injury to employees

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

Pollution

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

Computer virus

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

Professional advice

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

Public and products liability

Policy wording

Your products	7. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts. 8. a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products; b. 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 equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products.
Inefficacy	9. inefficacy .
Deliberate or reckless acts	10. 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	11. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	12. date recognition .
War, terrorism and nuclear	13. war, terrorism or nuclear risks .
Asbestos	14. asbestos risks .
	B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against you resulting from work you undertake in any country outside the geographical limits .

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: You or your partner or director £250 - Any other employee £100 The most we will pay for the total of all court attendance compensation is £10,000.
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: - unless you notify us promptly of any claim or threatened claim against you. For claims arising out of bodily injury, you must notify us immediately and in any event within 7 days of a claim or anything which may give rise to a claim under this section. At our request, you must confirm the facts in writing within 30 days with as much information as is available. You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number: - By email to: liability.claims@hiscox.com; or - By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE. - unless you notify us as soon as practicable of: your discovery that products are defective; - any threatened criminal action by any governmental, administrative or regulatory body. - 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. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

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

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
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 United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Republic of Ireland working for you in connection with your business who is: a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. self-employed and working on a labour only basis under your control or supervision; d. engaged by labour only sub contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

What is covered

Claims against you	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. 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.
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you.
Claims against principals	If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against 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: a. 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.

Unsatisfied court judgments	If any employee obtains a judgment for damages following bodily injury against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than 6 months, we will pay to the employee at your request the amount of any unpaid damages and awarded costs provided that: - the bodily injury is caused during the period of insurance and arises out of and in the course of his or her employment in your business; and we would have covered your liability if you had caused the bodily injury; and - there is no appeal outstanding; and - the employee assigns his or her judgment to us.
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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.
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What is not covered

We will not make any payment for:

	1. Any claim or loss directly or indirectly due to:
Deliberate or reckless acts	a. any act, breach or omission you deliberately or recklessly commit, condone or ignore.
Offshore	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.
Road traffic legislation	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.
Claims outside the applicable courts	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, a judgment or award from outside the applicable courts.

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

Terrorism	The most we will pay for claims and their defence costs arising from terrorism is the amount shown in the schedule. If we decide that this limit applies to a claim, it is your responsibility to prove that the claim does not arise from terrorism.
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: You or your partner or director £250 - Any other employee £100 The most we will pay for the total of all court attendance compensation is £10,000.

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within 7 days of a claim or anything which may give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.
You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your policy** number:
By email to: liability.claims@hiscox.com
By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE
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. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.