



## The Canine VA

**Policy number: 14816575**

**Insurer: Hiscox**

**Your documents include:**

**Policy schedule and statement of fact**

**Summary of cover**

**Policy wording**

**Certificates**

## Endorsement

This document confirms what insurance you have with us. Please read it carefully and check its details with your policy wording and statement of fact documents.

**Schedule effective date: 05/10/2023**

## Insurance details

<b>Policy number:</b>	14816575
<b>Period of insurance:</b>	From 09/05/2023 to 08/05/2024 both days inclusive. This policy is a continuing cover policy.
<b>Anniversary date:</b>	09 May
<b>Insured:</b>	The Canine VA
<b>Address:</b>	2 Farway Gardens, Codsall, Wolverhampton, WV8 2QA
<b>Additional insureds:</b>	Fiona-Your VA Farway Gardens, Wolverhampton, WV8 2QA Additional insureds are covered on the same basis as the Insured
<b>Business:</b>	Virtual Assistant

## Premium details

Annual premium:	£88.28
Insurance Premium Tax (IPT):	£10.59
Annual total:	£98.87

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

## Summary

General information	
<b>Underwritten by:</b>	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy.
<b>General terms and conditions wording:</b>	15661 WD-PIP-UK-GTCA(3) The general terms and conditions apply to the whole of this policy. Any other conditions are shown in the section to which they apply.

Claims information
<p>If you need to make a claim, you should contact us immediately. If, for some reason you can't get hold of us, try Hiscox's claims team directly on 01206 773 899 (select option one or two as appropriate), 8:30am to 5:30pm Monday to Friday. You will need to provide your full name and contact details, the name of your business or organisation, your address and postcode, the policy reference and circumstances of the claim.</p> <p>Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to Hiscox's 24-hour emergency assistance team using the telephone number above. Your policy schedule will state if property cover is included in your policy.</p> <p>Hiscox's out-of-hours emergency assistance team operate on a pay-and-claim basis and you will need to have credit card details available as appropriate. Their team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of substantial damage.</p> <p>The <b>Important information and contact details</b> section below contains additional information specific to the covers applicable to your policy.</p> <p>If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is important that you read the policy for details of its terms in full.</p>

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

Cover	Limit	Excess	Annual premium (inc IPT)
Professional indemnity	£1,000,000	£0	£98.87
<b>The figures above are in summary only and are not in addition to the amount insured specified against each cover section below.</b>			

**Your cover**

**Section: Professional indemnity**

<b>Cover start date</b>	09/05/2023
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Wording</b>	5998-WD-PROF-UK-SP(7)
<b>Limit of indemnity</b>	£1,000,000 each and every claim or loss, excluding defence costs
<b>Excess</b>	Nil
<b>Geographical limits</b>	Worldwide
<b>Applicable courts</b>	Worldwide (excluding United States of America and Canada)

**Retroactive cover**

Retroactive cover start date	19/04/2021
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**Additional cover (in addition to the overall limit insured above)**

Court attendance compensation: employees	£250 per person, per day
Court attendance compensation: directors and partners	£500 per person, per day
Court attendance compensation: in total	£100,000 in the aggregate

**Crisis containment cover**

Wording	9809-WD-PIP-UK-CRI(2)
Limit of indemnity	£25,000 each and every crisis and in the aggregate
Geographical limits	United Kingdom, the Isle of Man, the Channel Islands and the Republic of Ireland
Outside working hours discretionary crisis mitigation costs	£2,000 each and every crisis and in the aggregate

**Endorsements applicable to the whole policy**

**Your broker: PolicyBee**

Your policy is administered and issued by your broker, PolicyBee. Contact them if you need to change your policy, ask a question, or if you think you have a claim.

You can call: 0345 222 5360, email: [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk), or write to: 14 Brightwell Barns, Waldringfield Road, Brightwell, IP10 0BJ.

### Important information and contact details

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

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

#### 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)800 8402269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Limited, as a service for eligible Hiscox policyholders.

#### Crisis containment:

Crisis line contact number (24 hours): +44(0)800 8402783 / +44 (0)1206 711796

Crisis containment provider: Hill & Knowlton Strategies Ltd

During office hours, the call will be answered by Hiscox. Outside of normal opening hours, your call will be answered by Hill & Knowlton Strategies Ltd.

If you first become aware of a crisis outside of working hours, you must notify us of the crisis as soon as possible within working hours by telephoning +44(0)800 8402783 or +44 (0) 1206 711796.

### Statement of fact

You must read this Statement of Fact carefully and check that all of the information is true, complete and accurate. Please note that some of the information may have been assumed by us.

If any of the information in the Statement of Fact is not true, complete and accurate, you must let us know before cover starts. You must also let us know if, after cover has started, any of the information is or is likely to become no longer true, accurate and complete. In each case, we will let you know whether it affects the terms of the cover.

You must also let us know if at any point you exceed, or are likely to exceed, any of the maximum allowable amounts shown below.

Provided the information is, and remains, true, complete and accurate, and you do not exceed any of the maximum allowable amounts, we do not require you to provide any additional information and you will have complied with your obligations under General Conditions 1 and 3 in the General terms and conditions.

If any of the information is not, or no longer remains, true, accurate and complete, and you do not tell us, it could affect the validity of the policy or our ability to pay a claim.

#### Continuing cover: Maximum allowable amounts

Category	Declared amount	Maximum allowable
Turnover	£12,000	£150,000

#### Continuing cover: Your statements and answers

You and your business	
We asked you	You answered
What is your organisation's business description?	Virtual Assistant
Are you responsible for any work involving accountancy, valuations or due diligence?	No
Have you or any of your directors or partners: <ul style="list-style-type: none"> <li>In the past 10 years, been declared bankrupt or insolvent either in a personal capacity or in connection with a business liability</li> <li>Been disqualified from acting as a director of a limited company or member of a limited liability partnership</li> <li>Been convicted of, or charged with, a criminal offence other than a conviction spent under the Rehabilitation of Offenders Act 1974</li> <li>Had an insurance policy cancelled by the insurer</li> <li>Ever suffered any claim or loss that would fall within the scope of this insurance</li> </ul>	No
Are you aware of any shortcoming, complaint, client withholding payment, or incident that might result in a loss or a claim being made against you?	No
Do you work outside the UK or under non UK-law contracts?	Yes
Do you work outside the EU or under non EU-law contracts?	Yes
Turnover from work in United Kingdom	80%
Turnover from work in Ireland	20%
Turnover from work in Europe (excluding UK and Ireland)	0%

Turnover from work in USA and Canada	0%
Turnover from work in Rest of the world	0%
Turnover from contracts subject to laws of United Kingdom	80%
Turnover from contracts subject to laws of Ireland	20%
Turnover from contracts subject to laws of Europe (excluding UK and Ireland)	0%
Turnover from contracts subject to laws of USA and Canada	0%
Turnover from contracts subject to laws of Rest of the world	0%

<b>Professional indemnity insurance</b>	
<b>We asked you</b>	<b>You answered</b>
Do you undertake any legal work other than health and safety consultancy, immigration consultancy or human resources consultancy?	No
Are you or is your business regulated by the Financial Conduct Authority or the Prudential Regulation Authority or are you involved in arranging or advising on any finance, investments or loans?	No

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## Your Hiscox insurance

These documents summarise the key information about your insurance. Included are details on things like cancelling your insurance and what to do if you have a claim. You won't find the terms and conditions here, though, and these documents aren't part of your insurance contract.

If there's anything here you're not sure about, please email [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk) or call us on 0345 222 5360, Monday to Friday, 9-5.

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## Your obligations

We've based your insurance and how much it costs on the details you've given us. It's up to you to make sure those details are right. If you're not sure we have the right information about you and your business - either now or in the future - please call us.

It's important to bear in mind:

- It's your responsibility to make sure we have all relevant material information about your business and what it does. If we don't, claims you make might not be covered or the amount paid might be reduced.
- If you knew, or reasonably ought to have known, about something that was likely to result in a claim and you didn't tell us about it before this insurance started, that claim won't be covered.
- Not telling us about material changes to your business while you have this insurance could mean claims might not be covered or the amount paid might be reduced.

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## Policy length

Your policy length and type is noted on your schedule. If you see the words 'continuing cover', it means your policy renews automatically every 12 months without you having to do anything (assuming no material changes to your business).

If your schedule doesn't say 'continuing cover', you have an annual policy. This means your cover stops after 12 months and you have to renew it. We'll be in touch before your renewal date to remind you, check your details and – if you're happy to renew – take payment.

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## The insurer

Your policy is underwritten by Hiscox Underwriting Limited on behalf of Hiscox Insurance Company Limited.

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## Retroactive dates

Work started or completed before your policy's start date isn't covered unless you've given us a retroactive date. Effectively, this backdates your cover to a time before your insurance starts.

Note that you're only ever covered up to that point. Claims arising from work you did before your retroactive date aren't covered.

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## Claims made cover

Applies to all insurance except: public liability insurance, employers' liability insurance.

With this type of policy, cover must be in place when a claim is notified. You cannot make a claim if the policy has lapsed or been cancelled - even if the incident that gives rise to the claim occurred whilst the policy was in force.

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## Claims occurring cover

Applies to: public liability insurance, employers' liability insurance.

This policy will only respond to claims arising from incidents and accidents that occur within the policy period.

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## Cancellations

If you change your mind about having this insurance, cancel within 14 days of buying it and you'll get a full refund.

If you don't cancel within 14 days, we ask for 30 days' notice instead. You'll get a pro rata refund.

If we or the insurer cancels your policy, you'll get the same 30 days' notice and any surplus premium refunded. However, 30 days' notice doesn't apply if the policy's cancelled due to a non-paid Direct Debit – in those cases the policy's cancellation date will be the last payment date.

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## Dealing with claims - your part

When it comes to claims, speed is everything. You should get in touch as soon as you're aware of any incident or event that



could lead to a claim. This includes a mistake or shortcoming in your work, a client criticising your work (even if you don't agree), or a client withholding payment because they're not happy with your work.

It pays to get us and your insurer involved as quickly as possible. Not just because we and your insurer know what to do, but also because it's a condition of your cover. 'Late notification' is a common reason for insurers not paying claims.

In any circumstances, without your insurer's prior written agreement, you mustn't:

- Admit liability
- Offer a settlement or course of action to resolve the situation
- Enter negotiations with the aggrieved party
- Appoint a solicitor or other specialist

Failure to comply with these conditions means your insurer can and probably will refuse to pay all or part of your claim.

### **Dealing with claims - our part**

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You buy insurance so you have financial, legal and moral support if something goes wrong. For those reasons, we've made dealing with claims our priority.

In order that you get the cover you've paid for, we have various processes, measurements and safeguards in place to make sure your claim is top of the to-do list. We commit to keeping you informed every step of the way, and to fight your corner if needs be. We always act for you, not the insurer.

### **Complaints**

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We'll do our best to resolve your complaint as quickly as possible. In some cases we may need to involve your insurer and we'll let you know if that happens.

If you don't agree with our decision, we'll put you in touch with the Financial Ombudsman Service (FOS). The FOS is an independent organisation that settles disputes between consumers and financial services companies.

## Professional indemnity insurance

Your policy wording: 5998-WD-PROF-UK-SP(7)

### What are you covered for?

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Professional indemnity insurance covers you for compensation you have to pay to your clients or any other third parties as a result of problems with your work. When a claim is made, Hiscox will pay the amount that you have to pay in compensation, as well as the legal defence costs incurred.

You're covered for:

- Negligence or breach of duty: if you fail in a duty of care to your client, perhaps giving incorrect advice or making a mistake in your work.
- Your advertising or branding: mistakes such as inadvertently defaming or infringing on the copyright of a third party.
- Infringement of intellectual property rights like copyright or trademark.
- Defamation: libel and slander.
- Work undertaken on your behalf by sub-contractors or outsourcers. However, your insurer reserves the right to recover losses from your sub-contractors or outsourcers.
- Any other civil liability: this means that if a claim or loss occurs because of your business activities that hasn't specifically been excluded and it's not a criminal prosecution, it's covered.

Your policy may also reimburse you for fees that your client refuses to pay if Hiscox believe this is likely to prevent a future claim against you for a greater amount.

Your policy also includes crisis containment insurance which gives you the use of public relations experts to limit the potential damage to your reputation during a claim.

### What's not covered?

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Your policy will not pay for claims or losses arising from:

- Any bodily or mental injury or death, unless arising from your breach of a duty of care.
- The ownership, use or possession of any land, building, animal or vehicle.
- Your supply, manufacture, sale, installation or maintenance of any product.
- Any contractual terms which make you responsible for losses you would not be responsible for if the contractual terms did not exist.
- Any breach of your obligations as an employer.
- Any patent infringement or the disclosure of a trade secret.
- Anything which was likely to lead to a claim and which you knew about before the policy started.
- Any cyber attack, hacker or computer or social engineering communication, including any threat or fear of such an incident and any action taken to control, prevent, suppress or respond to such an incident.

Please read the policy for details of its terms in full.

### How much are you covered for?

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The level of cover you select is the maximum the policy will pay out for any one claim. This means you could make more than one claim up to the maximum you're covered for. In addition, you're also covered for the legal costs of defending a claim against you, up to the level of cover you select.

### How much excess do you have to pay?

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You'll pay £0 towards claims, and nothing towards defence costs. This means that if a claim against you is successfully defended, it won't cost you a penny. Your policy schedule may state special excesses depending on type and origin of claim.

### Geographical cover and jurisdiction

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You're covered to work anywhere in the world. Claims made against you under US and Canadian law are not covered unless stated in your policy schedule.

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5998-WD-PROF-UK-SP(7)

Below is a list of the full range of Hiscox business insurance that we can offer you, those covers you already have are highlighted. If you're interested in any of the covers you don't currently have, please call us on 0345 222 5360 for a quote.

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**Professional indemnity insurance** - *included in your policy*

Professional indemnity insurance protects you against claims made by dissatisfied clients. It covers both the legal costs involved in defending you and any compensation or awards you're liable to pay.

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**Cyber liability insurance** - *not included in your policy*

Cyber liability insurance covers your own losses arising from cyber or data incidents as well as claims made against you arising from your cyber or data liability.

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**Management liability insurance** - *not included in your policy*

Management liability insurance protects the owners, directors and managers of your business against the risks associated with the decisions and actions they take while running it.

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**Public and products liability insurance** - *not included in your policy*

Public and products liability insurance protects you against claims made by third parties for injuries or property damage.

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**Employers' liability insurance** - *not included in your policy*

Employers' liability insurance protects you against claims made by your employees for illnesses and injuries they suffer at work. It's a legal requirement for any UK company with employees.

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**Property - contents insurance** - *not included in your policy*

Contents insurance protects you when the business equipment at your insured premises are lost, damaged or stolen.

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**Property - portable equipment insurance** - *not included in your policy*

Portable equipment insurance protects you when your business equipment is accidentally lost, damaged or stolen while away from your insured premises.

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**Property - equipment breakdown insurance** - *not included in your policy*

Equipment breakdown insurance protects you when the business equipment at your insured premises suffers a breakdown.

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**Property - buildings insurance** - *not included in your policy*

Buildings insurance covers the cost of rebuilding or repairing your office if it's damaged.

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**Property - business interruption insurance** - *not included in your policy*

Business interruption insurance protects you when you are unable to carry out some or all of your activities due to an unforeseen interruption, which results in a financial loss to you.

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**Legal protection insurance** - *not included in your policy*

Legal protection insurance covers the cost of defending your company's legal rights in cases of commercial complaints and disputes. Areas covered include tax, property and employment issues.

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**Personal accident insurance** - *not included in your policy*

Personal accident insurance provides a lump sum to help keep your business going if you or an employee are physically injured and can no longer work. It covers the costs of drafting in extra pairs of hands, as well as the costs of retraining people.

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**HR Solutions** - *not included in your policy*

HR Solutions is a service offering employment-related advice and support, as well as useful templates and guides.

## 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.

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### Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.



**Ben Horton**  
CUO, Hiscox Underwriting Ltd

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### Complaints procedure

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

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

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

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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## General terms and conditions

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### 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

- The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
- exposure to asbestos, asbestos fibres or materials containing asbestos; or
- 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.



<b>Date recognition</b>	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Nuclear risks</b>	<ol style="list-style-type: none"><li>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li><li>c. all operations carried out on any site or premises on which anything in a. or b. above is located.</li></ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Program(s)</b>	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
<b>Terrorism</b>	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"><li>a. is committed for political, religious, ideological or similar purposes; and</li><li>b. is intended to influence any government or to put the public, or any section of the public, in fear; and</li><li>c.<ol style="list-style-type: none"><li>i. involves violence against one or more persons; or</li><li>ii. involves damage to property; or</li><li>iii. endangers life other than that of the person committing the action; or</li><li>iv. creates a risk to health or safety of the public or a section of the public; or</li><li>v. is designed to interfere with or to disrupt an electronic system.</li></ol></li></ol>
<b>Virus</b>	<b>Programmes</b> that are secretly introduced without <b>your</b> permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/us/our</b>	The insurers named in the schedule.
<b>You/your</b>	The insured named in the schedule.

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**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 <b>we</b> will pay is the relevant amount shown in the schedule.  If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b> .  <b>You</b> agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b> .
Aggregate limit	9. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b> .
Rights of third parties	10. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b> . Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.
Cover under multiple sections	12. Where <b>you</b> , including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b> , are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b> , being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.
Governing law	13. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.
Arbitration	14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

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## 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. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b>:</p> <ul style="list-style-type: none"> <li>a. give <b>us</b> prompt notice of anything which is likely to give rise to a claim under this <b>policy</b> in accordance with the terms of each section; and</li> <li>b. give <b>us</b>, at <b>your</b> expense, any information which <b>we</b> may reasonably require and co-operate fully in the investigation of any claim under this <b>policy</b>.</li> </ul> <p>2. <b>You</b> must:</p> <ul style="list-style-type: none"> <li>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</li> <li>b. give <b>us</b> all assistance which <b>we</b> may reasonably require to pursue recovery of amounts <b>we</b> may become legally liable to pay under this <b>policy</b>, in <b>your</b> name but at <b>our</b> expense.</li> </ul> <p>If <b>you</b> fail to do so, <b>you</b> shall be liable to <b>us</b> for an amount equal to the detriment <b>we</b> have suffered as a result of <b>your</b> failure to comply with this obligation, which <b>we</b> may deduct from any payment <b>we</b> make under this <b>policy</b>.</p>
Fraud	<p>3. If <b>you</b> 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 <b>us</b> by deliberately giving <b>us</b> false information or making a fraudulent claim under this <b>policy</b> then:</p> <ul style="list-style-type: none"> <li>a. <b>we</b> shall be entitled to give <b>you</b> notice of termination of the <b>policy</b> with effect from</li> </ul>

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.

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#### Special definitions for this section

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

to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Retroactive date</b>	The date stated as the retroactive date in the schedule.
<b>Social engineering communication</b>	Any request directed to <b>you</b> or someone on <b>your</b> behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

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## What is covered

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

If a claim is still brought, **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.

B.

#### Advertising claims

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

1. infringement of copyright or moral rights; or
2. Defamation;

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

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

#### Your own losses

##### Loss of documents

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

#### Additional cover

##### Court attendance compensation

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

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### What is not covered

Investments	A. <b>We</b> will not make any payment for any claim or part of a claim or loss directly or indirectly due to: <ol style="list-style-type: none"> <li>1. any investment advice, financial advice, investment of <b>client</b> funds or any activity regulated by the Financial Conduct Authority, Prudential Regulation Authority or any other similar or successor regulatory body.</li> </ol>
Survey and valuation	<ol style="list-style-type: none"> <li>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.</li> </ol>
Pension schemes	<ol style="list-style-type: none"> <li>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.</li> </ol>
Taxation and competition	<ol style="list-style-type: none"> <li>4. any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.</li> </ol>
Pollution	<ol style="list-style-type: none"> <li>5. <b>pollution</b>.</li> </ol>
Cyber incident	<ol style="list-style-type: none"> <li>6. or contributed to by, resulting from or in connection with any:           <ol style="list-style-type: none"> <li>a. <b>cyber attack</b>;</li> </ol> </li> </ol>

- b. **hacker;**
- c. **social engineering communication;**
- d. any fear or threat of 6.a. to 6.c. above;
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.d. above.

Discrimination and harassment	7. any discrimination, harassment or unfair treatment, unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> .
Injury	8. the death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> .
Land, animals and vehicles	9. the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle.
Property damage	10. the loss, damage or destruction of any tangible property unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> . This clause does not apply to <b>your</b> own loss under the Loss of documents cover in <b>What is covered</b> .
Negotiable instruments	11. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
Computer or digital technology error	12. or contributed to by, resulting from or in connection with any <b>computer or digital technology error</b> .
Directors and officers' liability	13. any personal liability incurred by a director or officer of <b>yours</b> when acting in that capacity or managing <b>your business</b> , or a breach of any fiduciary duty, other than when performing a <b>business activity</b> for a <b>client</b> , or any statement, representation or information concerning <b>you</b> or <b>your business</b> contained in <b>your</b> accounts, reports or financial statements.
Product liability	14. any supply, manufacture, sale, installation or maintenance of any product.
Defamatory statements	15. any statement <b>you</b> knew, or ought reasonably to have known, was defamatory at the time of publication.
Deliberate, reckless or dishonest acts	16. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in <b>What is covered</b> , A. Claims against you, but <b>we</b> will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.
Pre-existing problems	17. anything, including any actual or alleged shortcoming in <b>your</b> work, likely to lead to a claim against <b>you</b> or <b>your</b> own loss, which <b>you</b> knew or ought reasonably to have known about before <b>we</b> agreed to insure <b>you</b> .
Date recognition	18. <b>date recognition</b> .
War, terrorism and nuclear	19. or contributed to by, resulting from or in connection with any: <ul style="list-style-type: none"> <li>a. <b>terrorism;</b></li> <li>b. <b>war;</b></li> <li>c. <b>nuclear risks;</b></li> <li>d. fear or threat of 19.a. to 19.c. above; or</li> <li>e. any action taken in controlling preventing, suppressing, responding or in any way relating to 19.a. to 19.d. above.</li> </ul> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of clause 19.a. above, it will be for <b>you</b> to show that the clause does not apply.</p>
Asbestos	20. <b>asbestos risks</b> .
Contractual liability	21. any liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.



Employees	22. anyone's employment with or work for <b>you</b> , or any breach of an obligation owed by <b>you</b> as an employer.
Supplied personnel	23. the work of any personnel supplied by <b>you</b> to a <b>client</b> , unless <b>you</b> have breached a duty of care in supplying them.
Patent/trade secret	24. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.
Infrastructure failure	25. contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider.
Trademarks and false advertising	26. any actual or alleged: a. act of passing-off, unauthorised use of another's trademark, name or logo; or b. false or misleading advertising in relation to <b>your advertising or branding</b> .  B. <b>We</b> will not make any payment for:
Claims brought by a related party	1. any claim brought by an insured within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b> , including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b> .
Restricted recovery rights	2. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Lost profit and VAT	3. <b>your</b> 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 <b>client</b> , account or business.
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 <b>applicable courts</b> . This applies to proceedings in the <b>applicable courts</b> to enforce, or which are based on, a judgment or award from outside the <b>applicable courts</b> .
Personal data claims	7. any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to <b>personal data</b> .  However, this does not apply to any covered claim or part of a covered claim made against <b>you</b> by a <b>client</b> which arises directly from <b>your</b> performance of a <b>business activity</b> for that <b>client</b> and which is not otherwise excluded by <b>What is not covered, A. 6. Cyber incidents</b> above. The most we will pay in relation to any such covered claim(s) is the special limit stated in the schedule for personal data claims.

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## 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.

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:

- |                 |  |
|-----------------|--|
| Dishonesty      | 1. the dishonesty of <b>your</b> partners, directors, employees, sub-contractors 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.                                      |

Personal data claims

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

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

**Paying out the limit of indemnity**

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

## Your obligations

- |                     |  |
|---------------------|--|
| If a problem arises | <ol style="list-style-type: none"> <li>1. <b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> of the following promptly and within the <b>period of insurance</b>, or at the latest within 14 days after it expires for any problem <b>you</b> first become aware of in the seven days before expiry:             <ol style="list-style-type: none"> <li>a. <b>your</b> first awareness of anything, including any actual or alleged shortcoming in <b>your</b> work, which is likely to lead to a claim against <b>you</b>. This includes any criticism of <b>your</b> work even though regarded by <b>you</b> as unjustifiable.                 <p style="margin-left: 20px;">If <b>we</b> accept <b>your</b> notification <b>we</b> will regard any subsequent claim as notified to this insurance;</p> </li> <li>b. any claim or threatened claim against <b>you</b>;</li> <li>c. <b>your</b> discovery, or the existence of reasonable grounds for <b>your</b> suspicion, that any partner, director, employee, sub-contractor or outsourcer has acted dishonestly;</li> </ol> </li> <li>2. When dealing with <b>your client</b> or a third party, <b>you</b> must not admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement. If <b>you</b> do, <b>we</b> may reduce any payment <b>we</b> make under this <b>policy</b> by an amount equal to the detriment <b>we</b> have suffered as a result.</li> </ol> |
|---------------------|--|

## Control of defence

**We** have the right, but not the obligation, to take control of and conduct in **your** name the investigation, settlement or defence of any or any part of a claim.

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

Appointment of legal representation	<b>We</b> have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of <b>our</b> choosing to deal with the claim.
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Partially covered claims	<b>We</b> will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against <b>you</b> and any other party who is not covered under this section, then at the outset of the claim, <b>we</b> and <b>you</b> agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including <b>defence costs</b> on the basis of the relative legal and financial exposures.
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Advancement of defence costs	<b>We</b> will pay <b>defence costs</b> covered by this section on an ongoing basis prior to the final resolution of any claim. However, <b>we</b> will not pay any <b>defence costs</b> in connection with any claim or part of a claim which is not covered under this section. <b>You</b> must reimburse <b>us</b> for any <b>defence costs</b> paid where it is determined there is no entitlement under this section.
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Payment of full limit of indemnity

**We** have no further duty to indemnify **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity.

Payment of excess

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

Disputes

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

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

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

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**Special definitions for this section**

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

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**What is covered**

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

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**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.



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**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**.

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**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**.

## Terms of business

Please read this document carefully as it sets out our terms and contains important regulatory and statutory information.

**Definitions - We/us/our means PolicyBee Ltd, 14 Brightwell Barns, Waldringfield Road, Ipswich IP10 0BJ.**

**Status - PolicyBee Ltd is an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN. Our FCA register number is 945969.**

This can be checked by clicking here, <https://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

### If you have a complaint

We aim to provide you with a high level of customer service at all times. If you're not satisfied in any way, please contact Kerri-Ann Hockley, Director of Customer Service, on 0345 222 5364 or by emailing her - [kerri-ann@policybee.co.uk](mailto:kerri-ann@policybee.co.uk).

We'll follow our complaint handling procedure, available on request. If you're still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

Further details can be obtained here: <https://www.financial-ombudsman.org.uk/publications/ordering-leaflet/leaflet>.

### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business/circumstances of the claim. Further details are available by downloading the [Protecting your Money FSCS Leaflet \(pdf\)](#).

### Our services

These include: assessing your needs and making a personal recommendation about your insurance, arranging your cover and helping you with any policy changes you, we or the insurer make. As part of our service, we'll also help you with any claim.

We conduct a fair and personal analysis of the market to meet your demands and needs. Sometimes, this means we'll only offer products from a single insurer but we'll let you know who this is.

We act as your agent when finding your insurance and putting it in place, and when you make a claim. We act as the insurer's agent when we collect your premium and we'll let you know if there are other situations where we are acting on behalf of the insurer.

### Our remuneration

This is commission, which is a percentage of the premium paid by you; commission may well include a profit share arrangement that your policy may contribute towards. If any fee is due, we'll agree this with you before you purchase the policy.

We are committed to ensuring complete transparency of our remuneration and we will, at your request fully disclose our remuneration.

### Fair presentation of risk

Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk. This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not - should you require additional explanation of what constitutes a material circumstance, please contact us immediately.

You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information.

If you feel you have not been able to do so, please advise us, so we can allow underwriters to make further enquiries if they wish to do so.

You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith.

Any deliberate or reckless misrepresentation may involve part, or your entire claim being declined and in some circumstances; the Insurer may be entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

### Security

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

### GDPR/Data Protection - how we use your data

We treat your personal information as private and confidential, and we're registered with the ICO as a Data Controller. We comply with the General Data Protection Regulation (GDPR) in all our dealings with your personal data. If you'd like specific information on how we use your personal data, and other rights you have under GDPR such as 'Right of

Access', please contact us. You can review our privacy notice at: <https://www.policybee.co.uk/privacy-notice>.

Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of handling a contract of insurance or a claim on your behalf and any related activities, unless we have obtained the necessary consent from you or where we are required to by law or a regulatory body that has authority over us. We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

### Credit Checks

To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether your applications proceed.

Unless you contact us to confirm you do not want these searches to be carried out we will assume your consent has been given and proceed as above.

### Claims

You must notify us as soon as possible of a claim and circumstances which may give rise to a claim. In the event of a claim you should contact us and we will promptly advise you and pass all details to your Insurer. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have an agreement from your Insurer. We will remit claims payments to you as soon as possible after they have been received on your behalf. If an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

### Handling your money

Our financial arrangements with most insurance companies are on a 'risk transfer' basis. This means we act as agents of the insurer in collecting premiums and handling refunds. In these circumstances, money is deemed to be held by the insurer(s) arranging your policy. However, if risk transfer does not apply, we'll hold that money in a statutory trust account set up in accordance with the FCA Client Assets Sourcebook (CASS) and with our nominated bank. Holding money in line with CASS ensures your money is protected and used only for the settlement of insurer accounts. We'll retain interest earned on money in a statutory trust account.

### Cancellation Clause

Your insurance may include a cancellation clause. Full cancellation details will be explained to you during the negotiation process. If you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers, giving notice of the cancellation. In the event of cancellation, insurers may return the pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned if the insurance is cancelled after inception, our commission will not usually be returnable.

### Financial Crime

The National Crime Agency (NCA) requires us to report any suspicious transactions to them. In these circumstances, we might ask for evidence of your identity. This could mean we ask to see your passport, a utility bill or a bank statement. For companies, we might want to see your Certificate of Incorporation or we may check the Companies House register.

### Health & Safety

We cannot be held responsible for any client who fails to comply with current Health & Safety (or other relevant) legislation.

### Termination

Our services may be terminated without cause or penalty by giving one month's notice in writing. If our services are terminated by you other than at the expiry of the policy, we will be entitled to retain the commission payable. The responsibility for handling claims reported after the date of termination shall, in the absence of an express agreement, be the responsibility of the party taking over the role.

### Refusal of service

We reserve the right to refuse service to any customer at our discretion without the need for justification or explanation.

### Law and Jurisdiction

The insurance policy offered is strictly available to individuals aged 18 years or older, ensuring compliance with legal requirements and promoting responsible insurance practices.

These terms of business are written according to English law. Any legal action or proceedings arising out of or in connection with these terms of business fall under the jurisdiction of English courts.

### **PolicyBee Ltd's Fair Processing Notice**

We collect and process your information to provide insurance policies and to process claims. We also use your information for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from third parties such as insurers, loss adjusters, or our regulators.

If you have questions or concerns about how your information has been used, please call us on 0345 222 5360 or email [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk).

For more information about how we process your information and your rights regarding your personal information please see our full privacy notice at: [www.policybee.co.uk/info/privacy-notice.html](http://www.policybee.co.uk/info/privacy-notice.html).

### **Hiscox's Fair Processing Notice**

Using your personal information

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

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

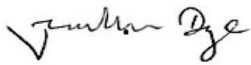
We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at [www.hiscox.co.uk/cookies-privacy](http://www.hiscox.co.uk/cookies-privacy).

## CERTIFICATE OF PROFESSIONAL INDEMNITY INSURANCE

<b>Policy Number:</b>	14816575
<b>Name of Policyholder:</b>	The Canine VA, and the following subsidiary companies:  Fiona-Your VA
<b>Description of Activities:</b>	Virtual Assistant
<b>Certificate issue date:</b>	05/10/2023
<b>Date of expiry of insurance policy:</b>	08/05/2024 expiring at Midnight
<b>Limit of Indemnity:</b>	£1,000,000 each and every claim or loss, excluding defence costs
<b>Retroactive Date:</b>	19/04/2021

Signed on behalf of Hiscox Insurance Company Ltd



**Jon Dye**  
CEO, Hiscox UK

### Notes:

- This insurance is subject to policy terms and conditions and any special terms notified to the insured.
- The certificate above shows that you are insured with an authorised insurer.
- The certificate (or any copy) must only be displayed whilst the policy remains active and within the policy period above.

### About the insurer:

<b>Insurer</b>	Hiscox Insurance Company Ltd
<b>Company registration</b>	Registered in England number 70234
<b>Registered address</b>	22 Bishopsgate, London, EC2N 4BQ
<b>Status</b>	Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority