

ENDORSEMENT

Policy: HU PI6 9201652 (38)



INSURANCE DETAILS

Period of Insurance: Continuous cover from 07 April 2016 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
Payment Method : Payment by Monthly Direct Debit
Endorsement Effective: 01 September 2016

INSURED DETAILS

Insured : Eco Systems Retail Ltd
Address : 12
Cashel Road
Seacombe
Wirral
CH41 1DY
Additional Insureds : There are no Additional Insureds on this policy.
Business : Technology company

PREMIUM DETAILS

Revised Annual Premium : £ 13,057.14 **Revised Annual Tax :** £ 1,240.43 **Total :** £ 14,297.57



Sponsored by Hiscox
2012-2015



BIA Customer Care Award
2012



Outstanding Insurer Claims
Team of the Year 2013

PROFESSIONAL INDEMNITY FOR TECHNOLOGY COMPANIES

Section wording : 6627 WD-TEC-UK-TEC(3)
Insurer: Hiscox Insurance Company Limited

Limit of indemnity	Excess	Annual Premium	Annual Tax
£ 10,000,000	£ 2,500	£ 13,000.00	£ 1,235.00

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 : Worldwide
Applicable Courts : Worldwide excluding claims brought in USA/Canada

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

Dishonesty of your employees, sub-contractors and outsourcers £ 250,000 any one claim and in the aggregate including defence costs

Business Activities

Destruction of data on hardware, sale of hardware

What is not Covered

Claims first brought in the USA / Canada are NOT covered

Endorsements

346.1 Aggregate limits endorsement
800.0 Retroactive date

CRISIS CONTAINMENT

Section wording : 9809 WD-PIP-UK-CRI(2)
Insurer: Hiscox Insurance Company Limited

Limit of indemnity: £ 25,000
Limit applies to : per crisis and in the aggregate
Geographical Limits : The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland



Policy: HU PI6 9201652 (38)

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

Outside working hours discretionary crisis mitigation costs £ 2,000

Endorsements

9003.0 Crisis containment provider: Hill & Knowlton

BUSINESSHR

Section wording : 7122 WD-PIP-UK-BHR(2)

Description: BusinessHR provides an interactive website that gives you access to a variety of legally compliant HR documents for your business needs, along with extensive advice on handling all aspects of employment from recruitment to retirement. At an additional cost you can contact BusinessHR's experienced HR advisors for advice on specific situations.

Annual Premium Annual Tax

£ 57.14 £ 5.43

CERTIFICATE
Policy: HU PI6 9201652 (38)



Certificate of professional indemnity insurance

Insured name:	Eco Systems Retail Ltd		
Address:	12 Cashel Road Seacombe Wirral		
Postcode:	CH41 1DY	Country:	United Kingdom
Policy number:	9201652		
Insurer:	Hiscox Insurance Company Limited		
Period of insurance:	Continuous cover from 01/09/2016 until the policy is cancelled.		
Retroactive date:	Inception		
Limit of indemnity:	£ 10,000,000		
Additional insureds:			

Signed for and on behalf of Hiscox Insurance Company Limited

Steve Langan
Managing Director, Hiscox UK and Ireland

Note: this certificate is for information purposes only and does not contain the full terms, conditions and exclusions of the insurance cover and does not constitute a contract of insurance.



Policy: HU PI6 9201652 (38)

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 346.1 Aggregate limits endorsement

The following is deleted from **How much we will pay**:

Multiple claims from a single source

All **claims, losses** and **potential claims** which arise from:

- a. the same original cause, a single source or a repeated or continuing problem in **your** work; or additionally
- b. in relation to defamatory statements, a single or continuing investigation or a common set of facts or state of affairs;

will be treated as a single **claim, loss** or **potential claim**. **You** will pay a single **excess** and **we** will pay a maximum of a single **limit of indemnity** for these related **claims**. All of the notifications which are related will be considered as having been made on the date of the first notification to **us**.

Clause 800.0 Retroactive date

Retroactive date: 07/04/15

Crisis containment: endorsements

Clause 9003.0 Crisis containment provider: Hill & Knowlton

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

Crisis containment provider: Hill & Knowlton

This contact number will go through to **us** during **working hours**, and will go directly to Hill & Knowlton outside of these hours.

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.

Endorsements which apply to whole policy

Clause	25.2	Continuous policy endorsement
		<p>1. 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.</p> <p>2. Cancellation clause 5 in the General Terms and Conditions of this policy is replaced by the following:</p> <p>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.</p> <p>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.</p> <p>3. 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.</p>

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.

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

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
The Hiscox Building
Peasholme Green
York
YO1 7PR
United Kingdom

or by telephone on +44 (0)1904 681198 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.



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 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	<ol style="list-style-type: none">The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orexposure to asbestos, asbestos fibres or materials containing asbestos; orthe provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ol style="list-style-type: none">Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;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;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: <ol style="list-style-type: none">is committed for political, religious, ideological or similar purposes; andis intended to influence any government or to put the public, or any section of the public, in fear; and<ol style="list-style-type: none">involves violence against one or more persons; orinvolves damage to property; orendangers life other than that of the person committing the action; orcreates a risk to health or safety of the public or a section of the public; oris 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**:
- 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;
 - 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**;
 - 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;
 - 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.

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

Special definitions for this section

Advertising	Advertising, publicity, or promotion in or of your products or services, including online.
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Business activities	The activities shown in the schedule, which you perform in the course of your business .
Claim	Any written assertion of liability or any written demand for financial compensation or injunctive relief first made against you within the applicable courts .
Client	Any person or entity with whom you have contracted to provide services or deliverables that expressly fall within your business activities .
Defence costs	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim but not including any overhead costs, general business expenses, salaries, or wages incurred by you or any other person or entity entitled to coverage under this section.
Employee	An individual performing employment duties solely on your behalf in the ordinary course of your business activities and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform such business activities . You and your independent contractors will not be treated as employees under this section.
Liquidated damages	A sum of money, or mechanism for calculating such sum, agreed between you and your client by contract as the amount payable by you in the event of a specified breach of such contract provided that, at the time the sum or mechanism was agreed, it represented a fair and reasonable estimate of your client's loss in the event of your breach of the contract.
Loss	Any financial harm caused to your business .
Personal data	<ol style="list-style-type: none">1. Any data relating to a living individual who can be identified from that data; or2. any sensitive personal data as defined in the Data Protection Act 1998 or any similar or successor legislation.
Potential claim	Any matter likely to lead to a claim covered under this section.
Retroactive date	The date stated as the retroactive date in the schedule. For any subsidiary acquired by you during the period of insurance the retroactive date will be the date of acquisition.
Subsidiary	An entity: <ol style="list-style-type: none">1. that has been identified in your proposal for this policy and you own more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the period of insurance; or2. which you acquire during the period of insurance where the turnover at the date of acquisition is less than 20% of your turnover and the acquired entity's business activities are the same as yours.
You/your	Also includes: <ol style="list-style-type: none">1. any person who was, is or during the period of insurance becomes your partner, director, trustee, in-house counsel or senior manager in actual control of your operations;2. any subsidiary;

What is covered

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

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

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

Your own losses

Dishonesty of your employees, sub-contractors or outsourcers

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

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 activities** is lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing it.

What is not covered

- | | |
|------------------------|--|
| Insufficient resources | <p>A. We will not make any payment for any claim or loss directly or indirectly due to:</p> <p>1. your failure to take all reasonable steps to ensure that you have sufficient technical, logistical and financial resources to perform a contract.</p> |
| Third-party defect | <p>2. any defect in any software, hardware, firmware, or associated network cabling that is solely caused by a third-party, including but not limited to any third-party software supplier, manufacturer or originator.</p> <p>However, this exclusion does not apply to:</p> <p>a. covered defence costs incurred by you to defend such portions of a claim but only until there is a finding in any legal proceeding, including any arbitration, or any admission that the defect at issue is solely caused by a third-party, at which time you shall reimburse us for all defence costs that we have paid toward that claim; or</p> <p>b. any amount you satisfy us that you are legally able to recover under a written contract.</p> |
| Bodily injury | <p>3. any death or bodily injury or disease suffered or alleged to be suffered by anyone.</p> <p>However this exclusion does not apply to any portion of any claim:</p> <p>a. seeking damages for mental anguish or distress where such damages solely stem from a covered claim for defamation, breach of privacy, or negligent publication; or</p> <p>b. directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by you for a fee, provided that such claim is first brought within the applicable courts but always excluding USA or Canada.</p> |
| Property damage | <p>4. loss, damage or destruction or loss of use of any tangible property.</p> <p>However this exclusion does not apply to any:</p> <p>a. claim directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by you for a fee, provided that such claim is first brought within the applicable courts but always excluding the USA or Canada;</p> <p>b. claim for alleging or arising from damage to electronic data;</p> <p>c. loss directly arising from any document of yours which is necessary for the performance of your business activities and which is lost, damaged or destroyed while in your possession.</p> |
| Repair/replace/recall | <p>5. any costs or expenses involved in the repair, upgrade, correction, recall or replacement of any software, hardware, firmware, or associated network cabling including any costs or expenses relating to your legal obligation to comply with an injunction.</p> |

Professional indemnity for technology companies

Policy wording

However, this exclusion does not apply to any portion of a judgment requiring **you** to pay direct damages to **your client** in respect of a covered **claim** for breach of contract.

Government investigation/ enforcement	6. any governmental enforcement of any legislation, regulation or order from any regulatory authority. However, this exclusion shall not apply to any otherwise covered claim from a federal, national, state, local or foreign government, agency or entity that is a client and has asserted the claim in its capacity as a client and not in its official governmental capacity.
Commercial disputes	7. any commercial dispute with your business partner or business associate, including but not limited to any reseller, distributor, original equipment manufacturer, third-party sales agent, systems integrator, or joint venture partner, but only to the extent such a claim is based upon: a. a commission or royalty, or any other term upon which such partner or associate is to be compensated in connection with doing business with you , or any compensation or remuneration promised or owed by you pursuant to those terms; or b. your decision to cease doing business with such a partner or associate;
Patent/trade secret	8. any actual or alleged: a. infringement, use, or disclosure of a patent; or b. use, disclosure or misappropriation of a trade secret.
Chargeback	9. any chargeback, liability, or fee incurred by you or your client as a result of a merchant service provider, including any credit card company or bank, wholly or partially reversing or preventing a payment transaction.
Infrastructure interruption	10. any failure or interruption of service provided by an internet service provider, telecommunications provider, utility provider or other infrastructure provider except to the extent you provide those services as part of your business activity .
Stocks, accounts, taxation and fiduciary	11. any: a. liability or breach of any duty or obligation owed by you regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation; b. liability or breach of any duty or obligation owed by you regarding any statement or representation (express or implied) contained in your accounts, reports or financial statements, or concerning your financial viability; c. violation of any taxation, competition, restraint of trade or anti-trust law or regulation; d. breach of any fiduciary duty owed by you .
Pension and employee benefit schemes	12. any liability or breach of any duty or obligation owed by you in connection with the operation or administration of any health, pension or employee benefit scheme, plan, trust or fund.
Insolvency	13. your insolvency or the insolvency of your suppliers.
Sweepstakes, gambling or lotteries	14. your provision of any sweepstakes, gambling activities or lotteries.
Matters insurable elsewhere	15. the ownership, possession or use of any land, building, animal, aircraft, watercraft or motor vehicle.
Negotiable instruments	16. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
Employment practices liability	17. anyone's employment with you or any breach of an obligation owed by you as an employer.
Discrimination	18. any discrimination, harassment or unfair treatment.
Directors and officers' liability	19. any liability or breach of any duty or obligation owed to you or your shareholders by any of your directors, officers, trustees or board members, including but not limited to:

- a. any allegation of insider trading;
 - b. any breach of any duty of corporate loyalty;
 - c. any statement, representation or information concerning **you** or **your business** contained in **your** accounts, reports or financial statements;
- Personal liability 20. any personal liability incurred by any director, officer, trustee, or board member of **yours** when acting in that capacity or managing **your business** other than when performing a **business activity** for a **client** or **advertising**;
- Dishonest or criminal conduct 21. any fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business (but not in respect of a defamation **claim**), or any knowing or wilful violation of a law, whether committed by **you** or committed by another whose conduct or violation of the law **you** have ratified or actively condoned or any act **you** knew, at the time **you** performed it, would give rise to a **claim** or **loss**.
- However, this exclusion will not apply unless:
- a. such conduct or wilful violation of the law has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding; or
 - b. such conduct or wilful violation of the law has been established by **your** admission in a proceeding or otherwise; or
 - c. **you** or **we** discover evidence of such conduct or wilful violation of the law;
- at which time **you** shall reimburse **us** for all payments made by **us** in connection with such conduct or wilful violation of the law and all of **our** duties in respect of that entire **claim** shall cease;
- Reckless conduct 22. any conduct committed in reckless disregard of another person or business' rights, but not in respect of a defamation **claim**;
- Pre-existing problems 23. any matter that prior to the first date of the **period of insurance you** knew or reasonably ought to have known would be likely to lead to a **claim, potential claim** or **loss**;
- War, terrorism and nuclear 24. **war, terrorism** or **nuclear risks**;
- Asbestos 25. **asbestos risks**;
- Pollution 26. any pollution, contamination including noise, electromagnetic fields, radiation and radio waves.
- B. **We** will not make any payment for:
- Claims brought by a related party 1. any **claim** brought by any person or entity falling within the definition of **you** or any party with a financial, executive or managerial interest in **you**, including any parent company or any party in which **you** have a financial, executive or managerial interest, including any subsidiary company.
- However, this does not apply to a **claim** based on a liability to an independent third-party directly arising out of the performance of **your business activities**;
- Claims by current and former employees 2. any **claim** made against **you** by any person or entity that **you** currently employ or formerly employed, including but not limited to **employees**, sub-contractors or outsourcers.
- However, this exclusion will not apply to any portion of any **claim**:
- a. solely based on **business activities** performed when such person or entity was not working for **you**; or
 - b. based on a liability to an independent third-party directly arising out of the performance of **your business activities**;
- Non-compensatory payments 3. a. punitive or exemplary damages, which **you** are legally obliged to pay.
- However **we** will pay an award of such damages if insurable in the jurisdiction where such award was first ordered; or
- b. service credits, contractual fines or contractual penalties, other than **liquidated damages**;

Fines and penalties	4. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages which you are legally obliged to pay, including but not limited to those imposed by any national, federal, state, or local governmental body or any licensing organisation.
Claims outside the applicable courts	5. any claim including arbitration, brought outside the applicable courts . This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts .
Trading losses	6. any trading loss or trading liability including those arising from the loss of any client , account or business.

How much we will pay

We will pay up to the limit of indemnity for this section shown in the schedule unless limited below or otherwise shown in the schedule. **We** will also pay for **defence costs** incurred with **our** prior written agreement. However, if a payment greater than the limit of indemnity has to be made for a **claim our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid.

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

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

When **we** settle **your** own losses under **Your own losses**, Dishonesty of your employees, sub-contractors or outsourcers, **we** will deduct any sums **you** owe or the value of any property **you** hold belonging to the perpetrator.

Multiple claims from a single source

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

Special limits

Aggregate limit for dishonesty, physical damage and injury

For **your** own losses arising from the dishonesty of **your** employees, sub-contractors and outsourcers and for claims brought against **you** arising from dishonesty of **your** partners, directors, employees, sub-contractors or outsourcers 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, the most **we** will pay is a single limit of indemnity for the total of all such losses and **claims** and their **defence costs**. The most **we** will pay for the total of **your** own losses arising from the dishonesty of **your** employees, sub-contractors and outsourcers is further limited to the amount shown in the schedule, which amount is included within the overall aggregate limit stated in this paragraph and not in addition to it.

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

Your obligations

If a problem arises

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

You must also notify **us** of **potential claims** under this section, such notification must be as soon as practicable and within the **period of insurance** or at the latest within 14 days after it expires, and must to the fullest extent possible identify the particulars of the **potential claim**, including identifying the potential claimant(s), the likely basis for liability, the likely demand for relief and any additional information about the **potential claim** that **we** reasonably request. If such a **potential claim** notification is made to **us** then **we** will treat any **claim** arising from the

same particulars as that notification as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **period of insurance** has expired.

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

1. fail to ensure that **our** rights of recovery, including but not limited to any subrogated rights of recovery, against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts;
2. admit liability in connection with, make any settlement offer with respect to, or settle any **claim** under this policy without **our** prior consent.

Control of defence

Defence arrangements

This is a duty to defend section. This means that **we** have the right and duty to defend **you** against any **claim** which is covered in its entirety. 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.

If a **claim** which is only partially covered is made against **you**, **we** have the right and duty to defend **you**, but amounts relating to non-covered portions of **claims** will be deducted from **our** final settlement. However, for **claims** or portions of **claims** which allege or arise from any infringement, use or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret, **we** and **you** agree to allocate all amounts, including **defence costs**, upon **our** receipt of the **claim** or **potential claim**.

We and **you** agree to use best efforts to determine a fair allocation of covered and non covered portions of **claims**. If **you** and **we** cannot agree on a fair allocation **you** and **we** agree to follow the dispute resolution process in the General terms and conditions of this **policy**.

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

We have no duty to defend **you** against **claims** where:

1. no portion of the **claim** is covered; or
2. **we** pay **you** the limit of indemnity as described in **How much we will pay** – Paying out the limit of indemnity.

The **excess** will only be eroded by the covered portion(s) of a **claim**.

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

Special definitions for this section

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

What is covered

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

What is not covered

We will not make any payment for:

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

How much we will pay

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

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

Your obligations

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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

Thank you for signing up with BusinessHR

Currently, BusinessHR had in excess of 65,000 registered clients that used BusinessHR reference tools, trusting in its quality service to inform them of the latest in HR and health and safety.

Like them, you can now enjoy support on HR and health and safety issues through BusinessHR's website. BusinessHR provide a range of support services at an additional cost.

To access the website, please register online at <http://hiscox.businessshr.net> using the last seven digits of your policy number and postcode to gain access to the website.

A risk management service at your fingertips

Included as standard through an easy to navigate website:

- access to a variety of the employee contracts, forms, policies, letters and a handbook that you may need to manage your staff
- a wide range of downloadable HR and health and safety guides
- a free online risk assessment for both HR and health and safety
- monthly e-newsletters, keeping you up-to-date with changes in the law

Available at an additional charge:

- advice helpline – when you register, you are entitled to one **free** call to the advice service of up to 30 minutes duration – just call 0870 626 0452. There is no further registration required for this.

The advice line is staffed by experienced advisors who will give you pragmatic guidance either by telephone or email. All advice given over the telephone is confirmed by email.

You are able to purchase additional time for just £95 plus VAT per hour, saving on solicitor's bills and reducing the risk of legal claims. All purchased unused time is saved for your next call and all advice given is confirmed by email.

- HR consultant services - BusinessHR's on site consultancy services cover all aspects of HR management such as grievances, disciplinaries, recruitment, redundancy programmes, training and development, job evaluation exercises or assistance with performance management issues, all of which are available to you at an attractive rate. To find out more please contact BusinessHR on 0845 355 0877.

Also available from BusinessHR are comprehensive compliance reviews which can, if required, incorporate convenient online updating of all your HR documentation as the fine detail of the law changes. To find out more just contact Business HR on 0845 355 0877.

Logging on

To log on, visit <http://hiscox.businessshr.net>. Please note that you must use this website to log-on. If you have any difficulty logging on, please telephone 0845 213 8191.