

Professional indemnity for event organisers

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Cover under this section is given on an each and every claim or loss basis unless **your** schedule or the special limits in **How much we will pay** below state that the limit of indemnity applies in the aggregate. Please check **your** schedule and **your** policy wording carefully. **Your schedule** will also state whether defence costs are included within the limit of indemnity.

Special definitions for this section

Abandoned	The inability to complete an event once started.
Advertising or branding	Advertising, branding, including your company name, trading name and any web domain name, publicity, or promotion in or of those of your products or services that fall within your business activity , including online.
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in your schedule.
Business activity(ies)	The activity(ies) stated in your schedule, which you perform in the course of your business .
Cancelled	The inability to proceed with an event prior to it starting.
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 engaged or contracted to provide services or deliverables that expressly falls within your business activity .
Curtailed	Any element of an event having: <ol style="list-style-type: none">1. to be altered substantially from the pre-planned schedule or programme; or2. to close, in whole or in part, earlier than the published closing date.
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 activity 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 activity . You and your sub-contractors and self-employed freelancers will not be treated as employees under this section.
Loss	Any financial harm caused to your business .
Media content	Any content disseminated, published or broadcast by you to the general public for the purposes of information or entertainment, or which is intended by you to be so disseminated, published or broadcast.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Postponed	The unavoidable deferment of any or all of an event to another time.
Potential claim	Anything likely to lead to a claim covered under this section.
Relocated	The unavoidable removal of an event to another place.
Retroactive date	The date stated as the retroactive date in your schedule. For any subsidiary acquired by you during the period of insurance the retroactive date will be the date of acquisition.

Subsidiary(ies) An entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar:

1. that has been identified in **your** proposal for this **policy** and of which **you** own more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the **period of insurance**; or
2. which **you** acquire during the **period of insurance** where the acquired entity's turnover for the 12-month period leading up to the date of acquisition is:
 - a. less than 20% of **your** turnover; and
 - b. is not more than £5,000,000,
 and the acquired entity's **business activity** is the same as **yours**.

Venue Premises or parts thereof used by **you** in the course of **your business activity** for the holding of events whether or not the same is contracted for or on behalf of **your client**.

You/your Also includes:

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; and
2. any **subsidiary**, including any person who was, is or during the **period of insurance** becomes the partner, director, trustee or in-house counsel of any **subsidiary** or any senior manager in actual control of its operations.

What is covered

A.

Claims against you If during the **period of insurance**, and as a result of **your business activity** for a **client** on or after the **retroactive date** within the **geographical limits**, any party brings a **claim** against **you** for any actual or alleged:

Breach of contract

1. breach of any contract between **you** and **your client**, but only where such **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:
 - a. infringement of copyright, trademark, trademark dilution, trade dress, publicity rights, moral rights or design rights;
 - b. cyber-squatting violations;
 - c. any act of passing-off; or
 - d. misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork;

Negligence

3.
 - a. negligence or breach of any duty to use reasonable care and skill, including but not limited to negligent misrepresentation; or
 - b. negligent loss of or physical damage to any third-party tangible document for which **you** are responsible;

Breach of confidentiality

4. breach of any duty of confidence or invasion of privacy, including but not limited to false light, intrusion upon a person's seclusion, public disclosure of a person's private information, misappropriation of a person's picture, name, voice or identity for commercial gain;

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 self-employed freelancers directly contracted to **you** or under **your** supervision;

Breach of licence

7. breach of a licence **you** have acquired to use a third-party's trademark and/or copyrighted material, but only to the extent **your** use inadvertently exceeds express limitations in the licence regarding the territory, duration, or media in which the material may be used and

only if such breach is asserted in conjunction with and based on the same factual allegations as a **claim** for infringement of intellectual property infringement in 2. above; or

<p>Civil liability</p>	<p>8. any other civil liability;</p> <p>unless excluded under What is not covered below, 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.</p> <p>We will also pay defence costs, but we will not pay costs for any part of a claim not covered by this section.</p>
<p>Sub-contractors or self-employed freelancers</p>	<p>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 self-employed freelancer.</p>
<p>Claims against principals and venue owners/operators</p>	<p>If, in the performance of your business activity on or after the retroactive date, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a client or venue owner or operator and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such client or venue owner or operator that we would have made to you, provided that:</p> <ol style="list-style-type: none"> 1. you are obliged under a written contract to indemnify the client or venue owner or operator; and 2. the client or venue owner or operator: <ol style="list-style-type: none"> a. has not, in our reasonable opinion, caused or contributed to the claim against them; b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section; c. has not admitted liability or prejudiced the defence of the claim before we are notified of it; and d. gives us the information and co-operation we reasonably require for dealing with the claim. <p>B.</p>
<p>Advertising claims</p>	<p>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:</p> <ol style="list-style-type: none"> 1. infringement of copyright or moral rights; or 2. defamation; <p>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.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
<p>Your own losses</p>	
<p>Loss of documents</p>	<p>If during the period of insurance any tangible document of yours which is necessary for the performance of your business activity is 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.</p>
<p>Payments toward your rectification costs</p>	<p>If you become aware of a potential claim with or without your client's knowledge, which directly arises from an act, error or omission occurring during the course of your business activity, then we will pay any reasonable and necessary costs exceeding the amount of the excess that you incur during the period of insurance (excluding your lost profits, management costs, mark-up, liability for taxes, or any measure of lost business) to rectify that error provided you:</p> <ol style="list-style-type: none"> 1. notify us of the error as soon as practicable; 2. satisfy us that a future claim would likely result from that error if not rectified;

3. satisfy **us** that such future **claim** would likely be covered under this **policy** and involve a demand for damages greater than the cost of rectifying the error; and
4. obtain **our** prior written agreement before incurring such rectification costs, or incur such costs within ten days of first learning of the error and later provide **us** with all information and documentation that **we** require to support the rectification costs **you** have incurred and the actions **you** have taken.

If subsequently a **claim** is still made against **you** following **our** payment of these rectification costs then these payments will be deducted from the amount **we** will pay toward resolution of that **claim** as well as the remaining **limit of indemnity** available for that **claim**.

Payments toward claims against your clients

Subject to **your** request in writing following **your** review of a claim against a **client**, **we** will pay sums as described in **How much we will pay** and under **control of defence**, advancement of defence costs incurred by **your client** due to a claim being made against them that directly arises from **media content** supplied and created by **you** in the performance of **your business activities**, but only if **you** contracted in writing to indemnify **your client** for such a claim prior to it first being made against them. The only payments **we** will make toward a claim against **your client** under this section are payments to which **you** would be entitled under this section if the same claim and allegations asserted against **your client** had been made against **you**.

However, **we** will not deny cover for payments toward a claim against **your client** due to any failure by **you** to comply with **Your obligations** where the failure is solely attributable to **your client's** failure to notify **you** of the claim against them as soon as practicable.

We will not pay for any portion of any claim against **your client** that:

1. arises out of any matter that prior to the first day of the **period of insurance** (or if this **policy** is a renewal then prior to the first date of the first policy issued to **you** by **us** and from which the current **policy** forms an unbroken chain of successive policies issued to **you** by **us**), **you** knew or reasonably ought to have known would be likely to lead to a claim against **your client**;
2. results in whole or in part from **your client's** admission of liability in a proceeding or otherwise; or
3. arises out of any material or content created or supplied by **your client** or any act, error or omission committed by **your client**.

Additional cover

Joint ventures

We will indemnify **you** against any **claim** falling within the scope of **What is covered**, Claims against you, which is brought against **you** during the **period of insurance** as a result of a **business activity** undertaken on **your** behalf by a:

1. person, or group of people;
2. joint venture; or
3. consortium;

where 1., 2. or 3. are carrying out such **business activities** for the purpose of profit-sharing.

We will pay either the corresponding percentage of the **claim** that **you** are directly liable to pay or the applicable limit of indemnity, whichever is the lesser.

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 **your** 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 **your** schedule.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

Insufficient resources

- A. **We** will not make any payment for any **claim** or **loss** or part of any **claim** or **loss** directly or indirectly due to:
 1. any **claim** for breach of contract brought by a **client** where at the time the contract or variation to an existing contract was entered into **you** were aware or reasonably ought to have been aware that there were not sufficient technical, creative, logistical, or financial



- resources to perform the contract as promised, including **your** under-budgeting of a project; or
- Event cancellation 2. an event being necessarily and unavoidably **postponed, abandoned, cancelled, curtailed or relocated** as a sole and direct result of a cause which occurs during the **period of insurance** and is entirely beyond **your** control, or the control of **your** employees or agents.
- Chargeback 3. 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.
- Legal and financial advice 4. any:
a. reserved legal activity provided by or carried out by **you**, as defined in the Legal Services Act 2007, or any related, similar or successor legislation or regulation in any jurisdiction; or
b. any activity regulated by the Financial Conduct Authority, the Prudential Regulation Authority or any other similar or successor regulatory bodies.
- Injury 5. any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone.
However, this exclusion does not apply to any part of any **claim** seeking damages for mental anguish or distress where such damages solely and directly arise from a covered **claim** for defamation, breach of privacy, negligent publication or negligent broadcast that is based upon or arising out of **media content** resulting from your **business activity**.
- Communicable disease 6. or contributed to by, resulting from or in connection with any:
a. **communicable disease**;
b. fear or threat of 6.a. above; or
c. any action taken in controlling preventing, suppressing, responding or in any way relating to 6.a. or 6.b. above.
- Property damage 7. loss, damage or destruction or loss of use of any tangible property, including but not limited to bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
However this exclusion does not apply to any **loss** directly arising from any tangible document of **yours** which is necessary for the performance of **your business activity** and which is physically lost, damaged or destroyed while in **your** possession.
- Non-fiat/virtual currency 8. any purchase, use or development of blockchain or any other distributed ledger technology, including but not limited to any:
a. any non-fiat or virtual currency including but not limited to any crypto currency, asset, unit, coin, token or balance that exists only in or predominantly in digital or virtual form;
b. any currency which is, itself, based on or utilises blockchain or any other distributed ledger technology;
c. any initial coin offering or any other form of fundraising in respect of any new currency; or
d. smart contracts or non-fungible tokens.
- Unfair competition 9. any unfair competition, deceptive trade practices, or restraint of trade or breach or alleged breach of any competition or antitrust statute, legislation or regulation.
- Government investigation/enforcement 10. 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 national, local, federal, state 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.



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| Patent/trade secret | 11. any actual or alleged infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret. |
| Infrastructure interruption | 12. or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, cloud services provider, telecommunications provider, utilities supplier or other infrastructure provider including but not limited to physical transmission lines, satellite networks, core DNS root servers, IP addressing systems and certificate authorities. |
| Stocks, accounts, taxation and fiduciary | 13. any:
a. liability or breach or alleged 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 or alleged 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. breach or alleged breach of any taxation law or regulation;
d. breach of any fiduciary duty owed by you . |
| Pension and employee benefit schemes | 14. 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, including but not limited to violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974. |
| Sweepstakes, gambling or lotteries | 15. your provision of any sweepstakes, gambling activities or lotteries. |
| Land, animals and vehicles | 16. the ownership, possession or use of any land, building, animal, aircraft (including any drone or small unmanned aerial vehicle), watercraft or motor vehicle.
However, this exclusion will not apply to a covered claim :
a. under What is covered , Claims against principals and venue owners/operators; or
b. for breach of privacy based upon or arising out of media content resulting from your business activity . |
| Employees | 17. anyone's employment with you or any breach of an obligation owed by you as an employer. |
| Discrimination | 18. any discrimination, victimisation, harassment or unfair treatment. |
| Disability discrimination | 19. any violation or alleged violation of the responsibilities, obligations, or duties imposed by any federal, state, or local statutory or common law anywhere in the world (including but not limited to the Americans With Disabilities Act or the Civil Rights Act of 1964), or any amendments to or regulations promulgated under any such law that governs the prohibition of discrimination on the basis of disability. |
| Insolvency | 20. your insolvency or the insolvency of your suppliers. |
| Directors and officers' liability | 21. 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 any:
a. allegation of insider trading;
b. breach of any duty of corporate loyalty;
c. liability for any statement, representation or information concerning you or your business contained in your accounts, reports, financial statements or your advertising or branding . |
| Personal liability | 22. 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 or branding . |
| Dishonest or criminal conduct | 23. 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	24. any conduct committed in reckless disregard of another person or business' rights, but not in respect of a defamation claim .
Organised crime	25. any: <ul style="list-style-type: none"> a. violation or alleged violation of the responsibilities, obligations, or duties imposed by any racketeering or conspiracy law, including but not limited to violation of the Racketeer Influenced and Organizations Act (RICO) and all amendments to this Act or any rules or regulations promulgated under it; or b. collusion, extortion, or threatened violence.
Pre-existing problems	26. anything, including any potential claim or any actual or alleged shortcoming in your work, likely to lead to a claim or loss , which you knew or ought reasonably to have known about before the commencement of the period of insurance .
War, terrorism, civil commotion and nuclear	27. or contributed to by, resulting from or in connection with any: <ul style="list-style-type: none"> a. terrorism; b. civil commotion, strikes or industrial action; c. war; d. nuclear risks; e. fear or threat of 27.a. to 27.d. above; or f. any action taken in controlling preventing, suppressing, responding or in any way relating to 27.a. to 27.e. above. <p>If there is any dispute between you and us over the application of clause 27.a. or 27.b. above, it will be for you to show that the clause does not apply.</p>
Trademarks and false advertising	28. any actual or alleged: <ul style="list-style-type: none"> a. act of passing-off, unauthorised use of another's trademark, name or logo; or b. false or misleading advertising <p>in relation to your advertising or branding.</p>
Product design	29. from any liability for any product design, industrial design, architectural design, or architectural services.
Redemption level estimates	30. any: <ul style="list-style-type: none"> a. prize, coupon, or voucher redemption level estimates or forecasts being exceeded or not met; or b. over redemption or under redemption of coupons, discounts, awards or prizes from advertisements, promotions, contests or other games of chance.
Product liability	31. from any product liability, safety or health-related liability, or any other liability arising out of the sale, manufacture, use or consumption of any product.



Inaccurate information supplied by a client	32. from any inaccuracy of any material or information supplied to you by a client or the agent of a client , including but not limited to competitor comparisons and nutritional information statements.
Payment owed under license	33. from any payment owed to a licensor under a license; however, this exclusion will not apply to any covered portion of any copyright and/or trademark claim that results in a damage award that is measured by the amount a claimant would have received had you paid for a license to use the claimant's infringed work and/or mark.
Contracts with non-clients	34. any liability under any contract with a third party other than a client , which is greater than the liability you would have at law without the contract.
Tour operators	35. any activity where you have performed as, or where you are deemed in law to be liable as, a tour operator, travel agent, travel facilitator or travel organiser, including any liability arising solely as a result of the Package Travel, Package Holidays and Package Tours Regulations 1992, or any similar or successor legislation or regulations.
Social engineering	36. or contributed to by, resulting from or in connection with any social engineering communication .
Cyber incidents	37. or contributed to by, resulting from or in connection with any: a. cyber attack ; b. hacker ; c. any fear or threat of 37.a. to 37.b. above; or d. any action taken in controlling, preventing, suppressing, responding or in any way relating to 37.a. to 37.c. above.
Computer or digital technology error	38. or contributed to by, resulting from or in connection with any computer or digital technology error . However, this exclusion does not apply to any otherwise covered claim made against you by a client which arises directly out of your act, error or omission affecting: a. your client's computer or digital technology ; or b. your computer or digital technology where it is directly accessed or used by your client , in your performance of business activities for that client .
Personal data claims	39. or relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data . However, this exclusion will not apply to any otherwise covered claim or part of a claim made against you by a client which arises directly from your performance of your business activities for that client and which is not otherwise excluded by What is not covered , A. 36. Social engineering, A. 37. Cyber incidents, A. 40 Biometric and genetic information data or A. 44. Log4j vulnerability. The most we will pay in relation to any such covered claim(s) is the Special Limit stated in your schedule for personal data claims.
Biometric and genetic information	40. or contributed to by, resulting from or in connection with any actual or alleged failure to comply with any federal, state or local law of the United States of America or any federal, provincial, territorial or local law of Canada relating to the collection, processing, storage, or use of biometric data, biometric identifiers, biometric information, or genetic information, including, but not limited to the California Invasion of Privacy Act (CIPA), the Illinois Biometric Information Privacy Act (BIPA), the Texas Capture or Use of Biometric Identifier Act (CUBI), the Washington Biometric Identifiers Act, and the Genetic Information Privacy Act (GIPA) or any related, similar or successor legislation or regulation.
Asbestos or pollution	41. asbestos risks or pollution .
Opioids	42. opioid, opioid product, or product derived from opium or opiates, including but not limited to any liability arising out of the use, sale, promotion, manufacture, distribution, delivery, transport, transfer, or possession of any opioid, opioid product, or product derived from opium or opiate.
Patent/trade secret	43. any actual or alleged infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.



Log4j vulnerability	44. or contributed to by, resulting from or in connection with the Common Vulnerability and Exposure (CVE) reference CVE-2021-44228 listed in the National Vulnerability Database operated by the National Institute of Standards and Technology.
Claims brought by a related party	<p>B. We will not make any payment for:</p> <p>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.</p> <p>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 activity.</p>
Claims by current and former employees	<p>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 self-employed freelancers.</p> <p>However, this exclusion will not apply to any part of any claim:</p> <p>a. solely based on business activity performed when such person or entity was not working for you;</p> <p>b. based on a liability to an independent third-party directly arising out of the performance of your business activity; or</p> <p>c. from an employee, sub-contractor or self-employed freelancer that is brought entirely independently of that party's position as your employee, sub-contractor or self-employed freelancer.</p>
Punitive and exemplary damages	<p>3. a. punitive or exemplary damages, unless insurable in the jurisdiction where such award was first ordered.</p> <p>b. service credits, contractual fines or contractual penalties.</p>
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, local, federal, state or foreign governmental body or by the Mechanical Copyright Protection Society (MCPS), Performing Rights Society (PRS) Alliance, American Society of Composers Authors and Publishers (ASCAP), Broadcast Music Inc. (BMI), Society of European Stage Authors and Composers (SESAC), or any other similar licensing organisation.
Claims outside the applicable courts	<p>5. any claim, including arbitration, brought outside the applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
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

Each and every claim	<p>If your schedule states that the limit of indemnity applies to each and every claim or loss:</p> <p>1. excluding defence costs; the most we will pay for each potential claim, claim and losses is the limit of indemnity stated in your schedule.</p> <p>We will also pay for defence costs in addition to the limit of indemnity stated in your schedule. However, if a payment greater than the limit of indemnity has to be made for a potential claim, claim or loss, our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid; or</p> <p>2. including all costs; the most we will pay for each potential claim, claim, including defence costs, and losses is the overall limit of indemnity stated in your schedule, unless limited below or in your schedule.</p>
In the aggregate	If your schedule states that the limit of indemnity applies in the aggregate:

1. excluding **defence costs**; the most **we** will pay for the total of all **potential claims, claims** and **losses** is the overall limit of indemnity stated in **your** schedule, irrespective of the number of **potential claims, claims** or **losses**.

We will also pay for **defence costs** in addition to the limit of indemnity stated in **your** schedule. However, if a payment greater than the limit of indemnity has to be made for a **potential claim, claim, or loss, our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid; or

2. including all costs; the most **we** will pay for the total of all **potential claims, claims, including their defence costs, and losses** is the overall limit of indemnity stated in **your** schedule, irrespective of the number of **potential claims, claims** or **losses**,

unless limited below or in **your** schedule.

Overheads and other business costs

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, production, recall, correction or reproduction costs, 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.

Excess

You must pay the relevant **excess** stated in **your** schedule. The **excess** will only be eroded by the covered part of the **potential claim, claim** or **loss**.

Multiple claims from a single source

If **your** schedule states that the limit of indemnity applies to each and every **claim** or **loss**, all **potential claims, claims** and **losses** which arise from:

1. the same original cause, a single source or a repeated or continuing problem in your work; or
2. 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 **potential claims, claims** and **losses**. All of the notifications which are related will be considered as having been made on the date of the first notification to **us**.

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**.

Claims and losses under more than one cover

If the same **claim** or **loss** is insured under more than one cover under **What is covered** above, **we** shall only make payment for that **claim** or **loss** under one of the covers, being the cover that is most advantageous for **you**.

Special limits

Personal data claims

The most **we** will pay for the total of all **potential claims** or **claims**, including **defence costs**, made against **you** by a **client**, which arise directly from **your** performance of a **business activity** for that **client** relating to **personal data**, is a single limit of indemnity stated in **your** schedule, which is an aggregate limit.

Dishonesty

If **your** schedule states that the limit of indemnity applies to each and every **claim** or **loss**, the most **we** will pay for the dishonesty of **your** partners, directors, **employees**, sub-contractors or self-employed freelancers is a single limit of indemnity, equivalent to the same amount, but which instead is an aggregate limit, for the total of all **potential claims, claims**, including their **defence costs**, and **losses** made against **you**.

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us** of:
 - a. 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 at the end of that **period of insurance** for any **claim** or **loss** **you** first became aware of in the seven days before expiry;
 - b. **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 the end of that **period of insurance**, and must to the fullest extent possible identify the particulars of

the **potential claim**, including identifying any potential claimant, 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;

- c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any **employee** or sub-contractor or self-employed freelancers has acted dishonestly, as soon as reasonably practicable.

If **you** renew this **policy** with **us** and it is not subsequently cancelled, **we** will accept notifications that **you** make to **us** under this **period of insurance** for **claims, potential claims or losses** that **you** became aware of within the 60 days immediately prior to the expiry of this **period of insurance**. **You** must make such notifications to **us** within a maximum period of 60 days after the expiry of this **period of insurance**.

2. **You** must:

- a. 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;
- b. not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement;
- c. not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your client** (including negotiating any request for proposal), **you** are required by law or compelled by a court, or **you** otherwise have **our** prior written consent.

If **you** fail to comply with these obligations, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence

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

We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of **our** choosing to deal with the **claim**.

Partially covered claims

If a **claim** is made which:

- 1. is not wholly covered by this section; or
- 2. is made against **you** and any other party who is not covered under this section;

then at the outset of the **claim**, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any **claim** or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of defence costs

We will pay **defence costs** covered by this section on an ongoing basis prior to the final resolution of any **claim**; however, **we** will not pay any **defence costs** in connection with any **claim** or part of a **claim** which is not covered under this section. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

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, or if the overall limit of indemnity stated in **your** schedule has been exhausted.

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 King'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 King'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**.