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

**Special definitions for this section**

**Bodily injury**
Death or any bodily or mental injury or disease.

**Defence costs**
Costs incurred with our prior written agreement to investigate, settle or defend a claim against you.

**Employee**
Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Republic of Ireland working for you in connection with your business who is:

a. employed by you under a contract of service or apprenticeship;
b. hired to or borrowed by you;
c. self-employed and working on a labour-only basis under your control or supervision;
d. engaged by labour-only sub-contractors;
e. a labour master or a person supplied by him;
f. engaged under a work experience or training scheme;
g. a voluntary helper.

**Terrorism**
An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**What is covered**

**Claims against you**
If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within the geographical limits, we will indemnify you against the sums you have to pay as compensation.

The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.

**Criminal proceedings**
If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you.

**Claims against principals**
If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:

a. has not, in our reasonable opinion, caused or contributed to the claim against them;
b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section;
c. has not admitted liability or prejudiced the defence of the claim before we are notified of it;
d. gives us the information and co-operation we reasonably require for dealing with the claim.

**Unsatisfied court judgments**
If any employee obtains a judgment for damages following bodily injury against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, we will pay to the employee at your request the amount of any unpaid damages and awarded costs provided that:
Employers’ liability
Policy wording

a. the bodily injury is caused during the period of insurance and arises out of and in the course of his or her employment in your business; and
b. we would have covered your liability if you had caused the bodily injury; and
c. there is no appeal outstanding; and
d. the employee assigns his or her judgment to us.

Additional cover

Court attendance compensation
If any person within the definition of you has to attend court as a witness in connection with a claim against you covered under this section, we will pay you compensation for each day, or part of a day, that their attendance is required by our solicitor.

What is not covered
We will not make any payment for:

1. Any claim or loss directly or indirectly due to:
   a. any act, breach or omission you deliberately or recklessly commit, condone or ignore.
   b. any bodily injury caused to any of your employees while they are offshore. An employee is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.
   c. any bodily injury to any employee while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where you are entitled to indemnity from any other source.

2. Any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

   This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay
We will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their defence costs which arise from the same accident or event.

Special limits

Terrorism
The most we will pay for claims and their defence costs arising from terrorism is the amount shown in the schedule. If we decide that this limit applies to a claim, it is your responsibility to prove that the claim does not arise from terrorism.

Criminal proceedings costs
We will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against you during the period of insurance.

Court attendance compensation
We will pay you the following compensation for each day, or part day:

1. You or your partner or director £250
2. Any other employee £100

The most we will pay for the total of all court attendance compensation is £10,000.
Employers’ liability
Policy wording

Your obligations

1. We will not make any payment under this section:
   a. unless you notify us within seven days of anything which may give rise to a claim under this section. At our request, you must confirm the facts in writing within 30 days with as much information as is available.

      You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number:

      by email to: liability.claim@hiscox.com; or

      by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.

   b. unless you notify us as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.

2. when dealing with your employee or a third-party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under this 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. If we think it necessary we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint your own solicitor but on a similar-fee basis as our solicitor and only for work done with our prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory insurance clause

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