Moonrock Drone Insurance
Policy wording

A seamless integrated insurance solution for commercial drone pilots.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Our promise to you

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

Ben Horton
CUO, Hiscox Underwriting Ltd

Complaints procedure

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

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

or by telephone on +44 (0)800 116 4627 or +44 (0)1904 681 198
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.

HISCOX

General terms and conditions

Moonrock Drone Insurance

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.

Activities

Your activities as shown in the schedule, undertaken with **your** full knowledge and authority and under **your** control or the control of an authorised employee.

Amount insured

The most **we** will pay as shown in the schedule. Unless **we** say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after **we** pay a loss provided **you** carry out our recommendations to prevent further loss or damage.

Asbestos risks

a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or

b. exposure to asbestos, asbestos fibres or materials containing asbestos; or

c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

Bodily injury

Death, or any bodily or mental injury or disease of any person.

Communicable disease

Any communicable, infectious, or contagious disease, Including any related variation, strain, virus, complex or syndrome.

Computer system

Any computer network, hardware, software, information technology and communications system, including any email or **website**.

Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or military or public or local authority.

Damage

Accidental physical loss or physical damage.

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.

Defence costs

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

Drone

Any remotely controlled un-manned aerial vehicle which is used for commercial purposes and which belongs to **you** or for which **you** are legally responsible. This definition also includes the following accessories where designed specifically for use with a drone:

a. filming, scanning, mapping, infrared and x-ray equipment including software.

b. bags and carry cases;

c tools and cleaning equipment;

d. guards and safety equipment;

e. walkie-talkies and communications equipment;

f. power supplies and control equipment;

g. binoculars and photographic equipment;

h. laptops and tablets being used for the purpose of controlling a **drone**.

The following are not included within this definition:

1. aerial vehicles which weigh 20kg or more;

2. fixed wing aerial vehicles;

3. mobile phones and PDAs;

4. laptops and tablets not being used for the purpose of controlling a **drone**.

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.

Flight

Any single flight or series of flights of **your drone** which are undertaken by **you**:

a. in connection with a single contract with the same end client of **yours**; and

b. within a period of 24 consecutive hours; and

c. within a geographical radius of no more than 1,000 metres from where **your drone** was launched.

Flight limit

The number of **flights** stated in the schedule.

Flood

Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by **storm** or not.

Geographical limits

The geographical area shown in the schedule.

Hacker

Anyone, including an **employee** of **yours**, who maliciously targets **you** and gains unauthorised access to or unauthorised use of **your computer system** or data held electronically by **you** or on **your** behalf, solely by circumventing electronically the security systems in place to protect against such unauthorised access or unauthorised use.

Hi-jacking

The unlawful seizure or wrongful exercise of control of any **drone** through the use of force or the threat of force.

Inefficacy

The failure of any of **your products** or any service, process or system provided or managed by **you** to perform the function or serve the purpose for which it was intended.

Invasion of privacy

Invasion of any rights of privacy or any nuisance, trespass or interference with any easement or right of air, light, water or way.

Money

Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to **you** and used in connection with **your activities**.

Electronic, online or cryptocurrency, including Bitcoin, even where such currency exists in physical form are not included within this definition.

Nuclear risks

a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;

b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;

c. all operations carried out on any site or premises on which anything in a. or b. above is located.

Other business property

Any **property** which belong to **you** or for which **you** are legally responsible, including:

a. computers and ancillary equipment;

b. mobile phones and PDAs;

c. laptops and tablets not being used for the purpose of controlling a **drone**; or

d. tools, plant and machinery;

e event and exhibition equipment;

f. hired-in equipment; and

g. documents.

The following are not included within this definition:

1. any **drone**;

2. aerial vehicles which weigh 20kg or more;

3. aircraft or any fixed wing aerial vehicles

4. any mechanically propelled vehicle or mobile plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;

5. any watercraft, hovercraft or any marine rig or platform;
6. **money**;
7. any personal possession which are not used in connection with **your activities;**
8. buildings, including fixtures and fittings, fixed fuel tanks, walls, gates, fences, car parks, yards, private roads, pavements and paths, pipes, ducting, cables and wires, land or water.
9. any **property** hired out by **you**.

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**.

Pollution Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

Program A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.

Products Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by **you**.

Property Tangible property.

Reconstitution of data Reconstitution of the data **you** need to continue **your activities**, if **your** electronic records and electronic data have been lost or distorted.

Storm High winds of a destructive nature, rainstorm, hailstorm or snowstorm.

Terrorism An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

a. is committed for political, religious, ideological or similar purposes; and
b. is intended to influence any government or to put the public, or any section of the public, in fear; and
c. 1. involves violence against one or more persons; or
   2. involves damage to property; or
   3. endangers life other than that of the person committing the action; or
   4. creates a risk to health or safety of the public or a section of the public; or
   5. is designed to interfere with or to disrupt an electronic system.

Virus **Programs** 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.

We/us/our The insurers named in the schedule.

Website Any website, intranet or extranet where **you** have full control over the content and which **you** run for the promotion of **your activities**.

You/your The insured named in the schedule. For the purposes of the Public liability section of this **policy you**/**your** also includes any person who was, is or during the **period of insurance** becomes **your** partner or director or senior manager in actual control of **your activities**.

HISCOX

General terms and conditions

Moonrock Drone Insurance

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. In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** (including **your** senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.

If you fail to make a fair presentation

2. a. If **we** establish that **you** deliberately or recklessly failed to present the risk to **us** fairly, **we** may treat this **policy** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.

   b. If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:

      i. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or

      ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.

Change of circumstances

3. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy** (a material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance.) **We** may then change the terms and conditions of this **policy** or cancel it in accordance with the Cancellation condition.

If you fail to notify us of a change of circumstances

4. a. If **we** establish that **you** deliberately or recklessly failed to:

      i. notify **us** of a change of circumstances which may materially affect the **policy**; or

      ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing us with information in relation to a change of circumstances;

   we may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.

   b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:

      i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or

      ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.

Reasonable precautions	5.	**You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair. **We** will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.
Premium payment	6	**We** will not make any payment under this **policy** until **you** have paid the premium.
Cancellation	7.	**You** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under £20. If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.
Multiple insureds	8.	The most **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	9.	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	10.	**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.
Other insurance	11.	**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.
Cover under multiple sections	12.	Where **you**, including anyone within the meaning of 'you' or 'insured person' in any section of the **policy**, are entitled to cover under more than one section of the **policy** in respect of the same claim or loss, or any part of a claim or loss, **we** shall only provide cover under one section of the **policy**, being the section that provides the most advantageous cover to **you** or the party entitled to cover.
Governing law	13.	Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.
Arbitration	14.	Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

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

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
   a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section; and

b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**. This includes, where applicable, **your** flight log or supporting information in order to show that **you** have flown **your drone** within the limit of **your** applicable number of insured flights.

2. **You** must:

a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and

b. 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.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of **you** or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:

a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;

b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;

c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and

d. **we** shall be entitled to retain all premiums paid,

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

Property damage
Policy wording

Moonrock Drone Insurance

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

What is covered

We will insure **you** against **damage** to any **drone** occurring within the **geographical limits** during the **period of insurance**. This includes **damage** to any **drone** caused by **hi-jacking**.

Additional cover

The following are also provided up to the amount shown in the schedule:

Other business property	**Damage** to **other business property** occurring within the **geographical limits** during the **period of insurance**.
Money	**Damage** to **money** occurring within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man during the **period of insurance**.
Reinstatement of electronic data	Necessary and reasonable costs of **reconstitution of data** as a direct result of **damage** covered under this section.
Alternative hire costs	Necessary and reasonable costs and expenses **you** incur in hiring an alternative **drone** to fulfil business contracts agreed in connection with **your activities** following **damage** to any **drone** covered under this section. **We** will only pay for hire costs for the period beginning at the date of the **damage** and continuing until **your drone** is repaired or replaced but for no longer than six months.
Continuing hire charges	Continuing hire charges for any **drone** for which **you** are legally responsible under a standard hire contract directly following **damage** to any **drone** covered under this section.
Hacker damage	Necessary and reasonable costs and expenses **you** incur with **our** prior written consent to repair or replace the affected part of any **computer system** if, during the **period of insurance**, a **hacker** damages, destroys or alters **your computer system**. However, **we** will not pay for: 1. any **virus** written or created by **you**, **your** employee or any self-employed freelancer directly contracted to **you** and under **your** supervision. 2. any **virus** which indiscriminately replicates itself and is automatically disseminated on a global or national scale, or to an identifiable class or sector of users, unless specifically passed on to **you** by a **hacker** of **your computer system**.

What is not covered

We will not make any payment for:

1. **damage** to any **drone**:
   a. while being used for:
      i. personal or recreational purposes; or
      ii. any competitive purposes, including racing and stunt flying.
   b. under **your** control while **you** are under the influence of alcohol or any illegal substance.
   c. while in **flight** unless the **drone** is being flown:
      i within the **flight limit**; and
      ii. under **your** control, or that of an authorised employee, provided that **you** or the employee hold a current valid qualification from a UK Civil Aviation Authority approved National Qualified Entity; or
      iii. under **your** control while under the supervision of a suitably qualified assessor during an assessment with a UK Civil Aviation Authority approved National Qualified Entity.

      This exclusion does not apply to damage occurring while the **drone** is being transported as air cargo.
   d. while being transported as cargo, stowed in the hold of an aircraft or watercraft, or in the custody and control of the airport or seaport operator or their agents unless the **drone** is packed securely in a protective case designed to be used with the **drone** or is packed by a professional transit company;

e. occurring in, on or over any area where such use is restricted by order of any police or military force or any governmental, administrative or regulatory body with jurisdiction in that area.

f. occurring while the **drone** is under the care, custody or control of any person under the influence of alcohol or any narcotic or controlled substance, other than drugs which are:

i. prescribed by such person's medical practitioner; and

ii. only used in accordance with the medical practitioner's and manufacturer's warnings, precautions and instructions for use;

2. the scratching of any camera lens while attached to any **drone**, unless the **drone** is insured by this **policy** and has suffered **damage** by the same cause and at the same time;

3. **damage** to any **property**:

a. while being cleaned, repaired, inspected, worked on or maintained;

b. directly resulting from its own electrical or mechanical breakdown; or

c. occurring while stored at any building, shipping container or storage unit which has been left unattended or unoccupied for more than 60 consecutive days.

4. **damage** to any **property** or **money** not being used, stored or transported by **you** or on **your** behalf and with **your** permission:

5. **damage** caused by:

a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;

b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire;

c. **storm** or **flood** occurring while the item is being stored unless it is stored in a building that is built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material or in a shipping container;

d. theft or attempted theft unless the item is:

i. stored in a locked building or shipping container or in a gated compound secured with a closed shackle padlock and the theft or attempted theft involves entry to, or exit from the building, shipping container or compound by forcible or violent means; or

ii. out of sight in a locked boot, trailer, roof box or locked compartment of a motor vehicle and all security measures on the motor vehicle, trailer or roof box are in force at the time of the theft or attempted theft;

e. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing of a building in which the item is being stored; or

f. any computer **virus**. However this shall not apply to the cover provided under **What is covered**, **Additional cover**, Hacker damage.

6. inherent defect, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.

7. unexplained loss or disappearance or inventory shortage.

8. financial loss due to **your** parting with title or possession of any **property** or rights to any **property** prior to receiving payment in full.

9. the cost of any routine repair, inspection, maintenance, cleaning or adjustment where no **damage** has occurred.

10. deliberate damage to or neglect of any **property** by **you**.

11. any indirect losses which result from the incident which caused **you** to claim including any loss of use or expense incurred through not being able to use any **property** insured by this section following **damage**. However this shall not apply to the cover provided under Additional cover, Reinstatement of electronic data, Alternative hire costs, Continuing hire charges and Hacker damage.

12. a. **damage** caused solely by pollution or contamination; or
    b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
13. the amount of the **excess**.
14. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
    a. **terrorism**;
    b. civil commotion in Northern Ireland;
    c. **war**;
    d. **confiscation**;
    e. **nuclear risks**;
    f. **communicable disease** or the fear or threat of **communicable disease**; or
    g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

    If there is any dispute between **you** and **us** over the application of 14a or 14b above, it will be for **you** to show that the clause does not apply.
15. any cost incurred in preparing or submitting a claim under this **policy**.

How much we will pay

We will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

Repair and replacement

At **our** option **we** will repair or pay for any lost or damaged items on the following basis:

1. for any item that can be economically repaired, the cost of the repairs.
2. for any item that cannot be economically repaired, the cost or replacement with an item of similar type or equivalent specification.

If any item was built or assembled by **you**, **we** will only pay the price **you** paid for the constituent parts.

Hacker damage

At **our** option **we** will repair or pay for damage, destruction or alteration of **your computer system** to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before it was damaged, destroyed or altered.

Other interests

Any payment **we** make will take into account the interest of any party having an insurable interest in the **property**, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you**:

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as is reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Backing-up electronic data

You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies at an alternate storage site. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

HISCOX

Public liability
Policy wording

Moonrock Drone Insurance

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

What is covered

Claims against you

If, as a result of **your activities**, any party brings a claim against **you** for:

a. **bodily injury** or **property damage** occurring during the **period of insurance**;

b. **invasion of privacy** committed during the **period of insurance**;

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

This includes a claim against any sub-contractor, outsourcer, employee or volunteer worker of **yours** when they are acting on **your** behalf in whatever capacity.

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

Claims against principals

If, as a result of **your activities**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against a customer of **your activities** 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.

Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

Criminal proceedings costs

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

Additional cover

Data Protection Act

We will indemnify **you** against **your** liability under Section 13 of the Data Protection Act 1998 in connection with personal data held by **you,** arising as a result of **your activities** during the **period of insurance**, but **we** will not make any payment for any claim for the cost of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data.

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

A. **We** will not make any payment for any claim or loss directly or indirectly due to:

Claims outside the flight limit

1. **bodily injury**, **property damage** or **invasion of privacy** arising from the use of any **drone** outside of the **flight limit**.

Property for which you are responsible

2. loss of or damage to any **property** belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:

   a. employees' or visitors' vehicles or effects while on **your** premises;

   b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your activities**;

   c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.

3. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft or any mechanically propelled vehicles and their trailers.

   This does not apply to:

   a. any **drone**;

   b. the loading or unloading of any vehicle off the highway.

Injury to employees

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

Pollution

5. a. i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or

   ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**;

   unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;

   b. any **pollution** occurring in the United States of America or Canada.

Computer virus

6. transmission of a computer **virus**.

Professional advice

7. designs, plans, specifications, formulae, directions or advice prepared or given by **you** in relation to **your activities** and responsibilities as a drone pilot before, during or after any **flight**.

Your products

8. any **products**.

Inefficacy

9. **inefficacy**.

Deliberate or reckless acts

10. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.

Restricted areas

11. the use of any **drone** in, on or over any area where such use is restricted by order of any police or military force or any governmental, administrative or regulatory body with jurisdiction in that area.

Flight

12. the use of any drone while in **flight** unless the **drone** is being flown:

    a. under **your** control, or that of an authorised employee, provided that **you** or the employee hold a current valid qualification from a UK Civil Aviation Authority approved National Qualified Entity; or

    b. under **your** control while under the supervision of a suitably qualified assessor during an assessment with a UK Civil Aviation Authority approved National Qualified Entity.

Personal use

13. the use of any **drone** for:

    a. personal or recreational purposes;

    b. any competitive purposes, including racing and stunt flying.

Hazardous premises

14. any work undertaken by **you** or on **your** behalf which takes place in, on or over any, airport, aerodrome or aircraft tower.

Armed forces

15. armed forces activities including operations, exercises and training.

Substance abuse

16. **you** taking or using alcohol or any narcotic or controlled substance, other than drugs which are:

    a. prescribed by such person's medical practitioner; and

    b. only used in accordance with the medical practitioner's and manufacturer's warnings, precautions and instructions for use.

Bona fide sub-contractors	17.	any work undertaken by bona fide sub-contractors in connection with **your activities** unless **you** take all reasonable steps to ensure that they have and maintain in force public liability insurance with a limit of indemnity of not less than the limit which is held by **you**. **We** will not make any payment for any claim or loss where **you** fail to demonstrate to **our** satisfaction that **you** have complied with this requirement.
Contracts	18.	**your** liability under any contract which is greater than the liability **you** would have at law without the contract.
Date recognition	19.	**date recognition**.
Nuclear	20.	**nuclear risks**.
Asbestos	21.	**asbestos risks**.
	B.	**We** will not make any payment for:
Restricted recovery rights	1.	that part of any claim where **your** right of recovery is restricted by any contract.
Non-compensatory payments	2.	fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3.	any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4.	any claim brought against **you** resulting from work **you** undertake in any country outside the **geographical limits**.

How much we will pay

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

Special limits

War	The most **we** will pay for the total of all claims, losses, and their **defence costs** arising directly or indirectly from **war** during the **period of insurance** is £1,000,000.
Terrorism	The most **we** will pay for the total of all claims, losses, and their **defence costs** arising directly or indirectly from **terrorism** during the **period of insurance** is £1,000,000.
Hi-jacking and confiscation	The most **we** will pay for the total of all claims, losses, and their **defence costs** arising directly or indirectly from **hi-jacking** and **confiscation** during the **period of insurance** is £1,000,000.
Pollution	The most **we** will pay for **defence costs** in relation to **pollution** claims is £100,000.
Criminal proceedings costs	The most **we** will pay for the costs to defend criminal proceedings is £100,000. 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.
Paying out the limit of indemnity	At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless:

   a. **you** notify **us** promptly of any claim or threatened claim against **you**. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

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

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

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

   b. **you** notify **us** within seven days of a claim or anything which may give rise to a claim under this section, arising out of **bodily injury**. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

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

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

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

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

2. When dealing with **your** client 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.