

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.

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	<ol style="list-style-type: none">The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orexposure to asbestos, asbestos fibres or materials containing asbestos; orthe provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
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: <ol style="list-style-type: none">filming, scanning, mapping, infrared and x-ray equipment including software.bags and carry cases;tools and cleaning equipment;guards and safety equipment;walkie-talkies and communications equipment;power supplies and control equipment;binoculars and photographic equipment;laptops and tablets being used for the purpose of controlling a drone. <p>The following are not included within this definition:</p> <ol style="list-style-type: none">aerial vehicles which weigh 20kg or more;fixed wing aerial vehicles;mobile phones and PDAs;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 : <ol style="list-style-type: none">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	<p>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.</p> <p>Electronic, online or cryptocurrency, including Bitcoin, even where such currency exists in physical form are not included within this definition.</p>
Nuclear risks	<ul style="list-style-type: none">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	<p>Any property which belong to you or for which you are legally responsible, including:</p> <ul style="list-style-type: none">a. computers and ancillary equipment;b. mobile phones and PDAs;c. laptops and tablets not being used for the purpose of controlling a drone; ord. tools, plant and machinery;e. event and exhibition equipment;f. hired-in equipment; andg. documents. <p>The following are not included within this definition:</p> <ul style="list-style-type: none">1. any drone;2. aerial vehicles which weigh 20kg or more;3. aircraft or any fixed wing aerial vehicles4. 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: <ol style="list-style-type: none">a. is committed for political, religious, ideological or similar purposes; andb. is intended to influence any government or to put the public, or any section of the public, in fear; andc.<ol style="list-style-type: none">1. involves violence against one or more persons; or2. involves damage to property; or3. endangers life other than that of the person committing the action; or4. creates a risk to health or safety of the public or a section of the public; or5. 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 .

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
------------------	---

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 war, terrorism, hi-jacking or confiscation.
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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 1. damage to any drone: <ol style="list-style-type: none"> a. while being used for: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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. <p>This exclusion does not apply to damage occurring while the drone is being transported as air cargo.</p> 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;
 - 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. pollution or contamination except **damage** to any item which is not otherwise excluded and which is caused by pollution or contamination which itself results from insured **damage** covered under this section
13. **nuclear risks.**
14. any cost incurred in preparing or submitting a claim under this **policy.**
15. the amount of the **excess.**

How much we will pay

Repair and replacement

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

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.

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

What is covered

Claims against you	<p>If, as a result of your activities, any party brings a claim against you for:</p> <ol style="list-style-type: none">bodily injury or property damage occurring during the period of insurance;invasion of privacy committed during the period of insurance; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>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.</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>
Claims against principals	<p>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:</p> <ol style="list-style-type: none">has not, in our reasonable opinion, caused or contributed to the claim against them;accepts that we can control the claim's defence and settlement in accordance with the terms of this section;has not admitted liability or prejudiced the defence of the claim before we are notified of it;gives us the information and co-operation we reasonably require for dealing with the claim.
Cross liabilities	<p>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.</p>
Criminal proceedings costs	<p>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.</p>
Additional cover	
Data Protection Act	<p>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.</p>
Court attendance compensation	<p>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.</p>

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: <ol style="list-style-type: none">employees' or visitors' vehicles or effects while on your premises;premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your activities;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.

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.
